



Carrie Eklund  
Central Services Manager  
Finance Department

**INVITATION TO BID  
COLLECTION AND PACKAGING OF HOUSEHOLD HAZARDOUS WASTE  
BID NO.: 1013-CD-140**

10/11/13

Name of Bidding Firm: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Bid Opening Time and Date 11:00 a.m., Local Time, Wednesday, October 30, 2013**

*Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.*

Bid Deposit/Bid Bond: NO  
Prevailing Wage NO  
Performance Bond: NO

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

1. Bid Opening Date and Time
2. Title of Job
3. Bid Number

**RETURN BIDS TO:**

City of Rockford  
Central Services Manager  
425 East State Street, 4<sup>th</sup> Floor  
Rockford, Illinois 61104  
Telephone: (815) 987-5560

***BIDS SUBMITTED BY FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED***

**BID RESULTS:**

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174, or at [www.rockfordil.gov](http://www.rockfordil.gov)

## CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus “Per Item” Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar the vendor from bidding for a period of up to three years.
7. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
9. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

16. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford

Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating

sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to [certified.payroll@rockfordil.gov](mailto:certified.payroll@rockfordil.gov).

27. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. Apprenticeship Requirement. For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**BID REQUIREMENTS FOR  
EQUAL EMPLOYMENT OPPORTUNITY**

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.  
*Note: The number of employees must be entered under each category (no check marks)*

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, **must provide expiration date entered in the place provided therefore.**
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

**If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.**

***ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, 5, 6, AND 7, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.***

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or [ron.moore@rockfordil.gov](mailto:ron.moore@rockfordil.gov)

**EQUAL EMPLOYMENT OPPORTUNITY**  
**AFFIRMATIVE ACTION PLAN**  
**STATEMENT OF POLICY**

It is the policy of this company, \_\_\_\_\_  
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, \_\_\_\_\_ % of our work force are minorities and \_\_\_\_\_ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

\_\_\_\_\_ is the official who will be responsible for implementing this policy statement.

\_\_\_\_\_ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, \_\_\_\_\_ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

## **STATEMENT OF NONCOMPLIANCE**

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

## **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.



**CERTIFICATE OF NON-BARRED BIDDING**

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise \_\_\_\_\_

Women Business Enterprise \_\_\_\_\_

Neither \_\_\_\_\_

City-Certified? Yes \_\_\_\_\_ No \_\_\_\_\_

City Certified? Yes \_\_\_\_\_ No \_\_\_\_\_

(Revised 12/21/09)

**Subcontractor/Leased Operator of Equipment Detail Form**  
**City of Rockford**

Firms submitting bids must supply information on Subcontractors/Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Subcontractor/Leased Operator Information	Type of Work Supplied	MBE/WBE Business?	Dollar Amount	Subcontract Percent of Bid Total
Name _____ Address _____ City, State _____ Contact _____	Describe the work the subcontractor/leased operator will perform for this contract. _____ _____ _____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____ _____ _____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____ _____ _____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____ _____ _____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____ _____ _____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____ _____ _____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %

The bidder intends to Subcontract/Lease Operators of Equipment for \_\_\_\_\_ % of the total contract with MBE/WBE firms.

\_\_\_\_\_  
 Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Supplier Detail Form  
City of Rockford**

Firms submitting bids must supply information on suppliers selected for the project specified. It is required that suppliers listed below will be utilized during construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Supplier Information Please provide business name and address, and a contact person.	Type of Product Supplied Describe the product the supplier v provide for this contract.	MBE/WBE Business?	Dollar Amount of Supply Contract	Supplier Percent of Bid Total
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Name _____ Address _____ City, State _____ Contact _____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %

The bidder intends to procure \_\_\_\_\_% of the total contract from MBE/WBE firms.

\_\_\_\_\_  
Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**W-9**(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**Give Form to the  
requester. Do not  
send to the IRS.Print or type  
See Specific  
Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Exempt payee Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-			-				
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Employer identification number

		-									
--	--	---	--	--	--	--	--	--	--	--	--

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**Signature of  
U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
  6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**COLLECTION AND PACKAGING OF HOUSEHOLD HAZARDOUS WASTE  
BID NO.: 1013-CD-140**

**1.0 SCOPE**

- 1.1 The City of Rockford, in conjunction with the Illinois Environmental Protection Agency and the Rock River Water Reclamation District, is hereby requesting bids from interested firms to implement various lab-packing and collection services in connection with its household hazardous waste collection program. The specifications to follow describe the minimum acceptable service.

**2.0 STANDARDS AND REGULATIONS**

- 2.1 The collection and handling of household hazardous waste shall be done in accordance with all state and federal laws and regulations. Specific Illinois Environmental Protection Agency (IEPA) requirements for handling of hazardous waste are referenced in the specific requirements section (5.0) of this document and in the IEPA document included as Attachment A.
- 2.2 All structures erected under this contract shall comply with state and local building codes.
- 2.3 The operation of the household hazardous waste collection facility shall comply with all regulations set forth in the Rockford Municipal Code.

**3.0 GENERAL REQUIREMENTS**

- 3.1 Firm Qualifications. No contract shall be awarded except to responsible firms capable of performing the class of work contemplated.
- 3.2 Insurance requirements. Upon execution of the contract, and prior to the vendor commencing any work or services with regard to the project, the vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the vendor shall provide the City and the Rock River Water Reclamation District with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the City and the Rock River Water Reclamation District as Additional Insureds thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.
- The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

- 3.2.1 Commercial General Liability. The coverage available to the City and Rock River Water Reclamation District, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 3.2.2 Umbrella Liability. The coverage available to the City and Rock River Water Reclamation District, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million generate aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 3.2.3 Automobile Coverage. The coverage available to the City and Rock River Water Reclamation District, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate
- 3.2.4 Workers Compensation. Contractor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
- 3.2.5 Pollution Liability Insurance. Environmental impairment liability insurance (pollution liability insurance) shall be required of the successful firm. Liability limits shall be for a minimum of \$5,000,000 with the City of Rockford, the Illinois Environmental Protection Agency, and the Rock River Water Reclamation District named as additional insured.
- 3.2.6 Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. All subcontractors to be utilized by the Contractor shall provide Ownership with a Certificate of Insurance naming City of Rockford and Rock River Water Reclamation District as additional insured prior to commencement of work by said subcontractor.
- 3.3 Security. The City of Rockford does not assume any responsibility, at any time, for the protection of or loss of materials from the collection site at any time. Security for the facility shall be the sole responsibility of the contractor.
- 3.4 Term of contract. The service contract resulting form the successful bid shall be for a period commencing from the effective date of notice to proceed through December 31,

2016. In addition, both parties have the option to extend the contract for up to two additional one-year extensions (total of five years). However, the contract shall remain in effect only so long as the Illinois Environmental Protection Agency (IEPA) continues to issue permits for the operation of this facility and funding from IEPA continues for the operation of the facility. In addition, the contract may be rendered void at such time that the landlord (Rock River Water Reclamation District) fails to extend the intergovernmental agreement allowing the City of Rockford and the IEPA to use their facility for the operation of the household hazardous waste collection facility. Should the intergovernmental agreement be revoked or expire, the City will attempt to find an alternate location for the service but does not guarantee such. Relocation costs under such an arrangement would be subject to negotiation. However, in the event the intergovernmental agreement is rendered null and void, the City retains the right to disband the operation completely and to terminate the contract resulting from this bid.

- 3.5 Site inspection. Prospective bidders should visit the household hazardous waste drop off location site located at 3333 Kishwaukee Street, Rockford, IL 61109 at the Rock River Water Reclamation District to gain an understanding of the collection location and the logistics required for a complete bid. There is currently a household hazardous waste collection service in operation at this location on weekends under the present contract.
- 3.6 City Contact. Prior to the award of the contract to the successful bidder, prospective contractors shall contact Xavier Whitford, Financial Analyst for the City of Rockford at (815) 967-6938, Xavier.whitford@rockfordil.gov

#### **4.0 GENERAL INFORMATION**

- 4.1 Weekend Staffing. Typical staffing is Saturday 8– 4, Sunday 12 noon – 2. The City expects the selected vendor to staff appropriately to meet peak demand times.
- 4.2 Current Contractor. Clean Harbors Environmental is the current contractor.
- 4.3 Current Contract Price. The 2013 contract price is \$116,119.

#### **5.0 SPECIFIC REQUIREMENTS**

- 5.1 Program description and contractor role. The City of Rockford, in a partnership with the Illinois Environmental Protection Agency and the Rock River Water Reclamation District, is conducting a household hazardous waste collection program servicing residents of the greater Rockford area. The IEPA has contracted with a waste transportation firm to transport and dispose of waste collected at the facility. The City of Rockford is seeking firms to provide and operate the collection facility and pack the collected materials according to the regulations set forth by the IEPA summarized in this section and provided in the IEPA document included as Attachment A. The following specifications outline the specific requirements of the successful contractor.
- 5.2 Collection facility characteristics.
- 5.2.1 Location. The existing household hazardous waste collection facility is located at the Rock River Water Reclamation District site at 3333 Kishwaukee Street,

Rockford, Illinois 61109. Included as Attachment B to this document is an Intergovernmental Agreement for the Collection of Household Hazardous Waste by the City of Rockford between the City of Rockford and the Rock River Water Reclamation District. The original agreement was signed on October 24, 1994. The current agreement was extended until December 31, 2013 and is under review for formal extension. Alternative locations are being reviewed which may require site relocation within the community.

- 5.2.2 Improvements completed. Site improvements have been provided including roadways, concrete foundations, landscaping, electrical power, control gates, and signage. The present facility is appropriately zoned by the City of Rockford. The contractor presently under contract with the City of Rockford also has an all-weather hazardous waste storage/containment building, a multi-purpose office structure and a covered working/lab packing area at the location. These facilities are the property of the present contractor and will not remain should the present contractor fail to receive the award for the new contract term.
- 5.2.3 IEPA requirements. Included as Attachment C is an extension of the intergovernmental agreement between the City of Rockford and the Illinois Environmental Protection Agency. The agreement may be extended until August 22, 2016. The majority of the contractor requirements to follow are taken from the agreement with the IEPA included as Attachment C and also from the proposal guidelines from the IEPA included as Attachment A.
- 5.2.4 Required contractor improvements. The successful contractor will be required to provide normal and customary a maintenance and operational improvements at the site. The contractor will be responsible for any and all costs associated with the facilities including utilities and construction costs. The expense for the provision of these structures/improvements should be included in your cost proposal, as no additional cost for the installation of such will be allowed at a later date.
- 5.3 Permits. The contractor shall be responsible for obtaining all necessary permits including, but not limited to, IEPA non-hazardous waste storage permits.
- 5.4 Hours. The facility shall be open to the public 12 hours per week. The hours of operation are: Saturdays – 8:00 A.M. to 4:00 P.M. (CST) and Sundays – 12:00 Noon to 4:00 P.M. (CST). The facility is not required to be open on the legal holidays of New Year's, Easter, Independence Day and Christmas. The 12-hour time frame is the amount of time that the facility will be open to the public for citizens to bring household hazardous waste to the facility for lab-packing. The drop off operation hours are exclusive of the time necessary to complete manifest reports, lab-packing, securing the site, or interaction with the State's transport and disposal contractor.
- 5.5 Service fees. At no time during the length of the contract shall the contractor charge a service fee to participants delivering household hazardous wastes to the facility.
- 5.6 Staffing of facility. The contractor shall be responsible for any and all costs for the collection personnel including salary, benefits, travel, personal protective equipment, etc. In addition, contractor's are required to complete and submit the following:

- 5.6.1 All collection personnel must complete a physician certification of physical ability to handle waste materials, wear safety equipment, and to perform light physical labor. All personnel must be able to successfully complete the IEPA training course as described below.
- 5.6.2 A roster of all personnel to be utilized at the collection station along with resumes detailing their education and experiences. The identified personnel shall not be changed without written approval from the City of Rockford and the IEPA.
- 5.7 Training of contractor personnel. The IEPA shall provide training for the personnel staffing the collection facility. The training shall consist of the proper method of operating a household hazardous waste collection station and all relevant aspects of receiving, identifying, segregating, and packing the wastes in a proper and safe manner. The training shall consist of a minimum two-day course of no less than fifteen hours covering all aspects of household hazardous waste collection including but not limited to the following:

5.7.1 Training Agenda

Legal requirements of household hazardous waste handling.

- Federal
- State

How to accept waste from the public.

- What may or may not be accepted.
- Questions to ask the person delivering the waste
- Identifying unknown wastes

How to segregate and store waste.

- What waste should be packaged with other wastes
- How to safely bulk certain wastes
- Types of containers for different waste types
- Recordkeeping of wastes received and packaged
- Fire safety for storage
- Precautions and emergency procedures for storage

How to prepare the waste for shipment.

- Packaging
- Labeling
- Manifest preparation

Long-term recordkeeping.

- Wastes received
- Manifests
- Disposal information

Emergency plan.

- Plan
- Medical information
- Spill clean-up

- Police and fire protection

Hands on practice session.

- Practice waste segregation
- Practice bulking
- Practice packaging
- Practice recordkeeping

- 5.7.2 Cost of training. The training outlined above shall be provided free of charge by the IEPA. However, the cost of employees attending the training, including lodging, meals, salaries, etc. shall be the responsibility of the contractor.
- 5.8 Transportation. The IEPA has contracted with a private firm to provide transportation and disposal services. Prospective contractors submitting a proposal for this RFP shall not address transportation or disposal in their proposals.
- 5.9 Provision of drums, oil dry, vermiculite and code labels. All United Nations approved drums and code labels will be provided by the transportation contractor. In addition, all oil dry and vermiculite used at the household hazardous waste collection facility will be provided by the transportation firm under contract with the IEPA.
- 5.10 Provision of shipping papers and manifests. All shipping papers and hazardous waste manifests required will be provided by the transportation and disposal firm under contract with the IEPA.
- 5.11 Manifest signature. The vendor's employee responsible for packing materials in drums, or their supervisor, shall be present on site to sign the manifest when the IEPA contracted hauler picks up materials at the site. This person will be the designated emergency contact for emergency responders if there is any problem at the site. Vendor shall provide the original signed manifest to the City.
- 5.12 Acceptance of liability in disposal. The IEPA shall accept responsibility for the waste once the IEPA contractor has picked up the waste from the facility.
- 5.13 Acceptance of generator status. The IEPA shall accept generator status for all household hazardous waste collection stations.
- 5.14 Covered wastes. Although detailed training will be provided on acceptable and non-acceptable wastes, the following list should assist prospective bidders in putting together a bid.
- 5.14.1 The following list of household waste shall be acceptable waste and as such collected at the household hazardous waste collection facility.
- Aerosol containers
  - Corrosives
  - Oxidizers
  - Solvents
  - Oil based paints
  - Latex paints
  - Inorganic poisonous solids

- Organic poisonous solids
- Waste oils
- Hazardous substances, liquids or solids, not otherwise specified
- Pentachlorophenol, Silves, and 2,4,5-Trichlorophenol
- Other unknown wastes

5.14.2 The contractor shall not be required to accept for storage or disposal the following wastes:

- Explosives
- Ammunition
- Radioactive materials
- Lead-acid batteries (e.g. automotive, marine, etc)
- Compressed gas (other than aerosol containers) such as propane or butane fuel tanks and bottles
- Obvious non-special, non-contaminated wastes, including trash and non-hazardous debris not associated with wastes delivered by collection participants (paper, wood, containers, food waste, cardboard boxes).

5.14.3 The contractor may accept wastes listed in 4.14.2 above for recycling upon approval from the IEPA and the City of Rockford. However, the City of Rockford and the IEPA will provide for the transportation and disposal of only those wastes listed in 4.14.1 above. No fees shall be paid for the acceptance of any of the wastes not included on the allowed wastes list.

5.15 Eligible participants. The contractor shall accept household hazardous waste only and reject all wastes delivered to the collection station from business, institutional, agricultural, government, or commercial facilities.

5.16 Emergency contingency plan. The contractor shall be responsible for fulfilling the site safety and emergency contingency plan required by the IEPA. The contingency plan (hereafter referred to as the plan) shall establish requirements for protecting the health and safety of employees of the collection facility, the state, the contractors, and the public during the collection of wastes at the site. All personnel involved in the collection of household hazardous waste shall be familiar with the plan and comply with it fully. IEPA requirements for an emergency contingency plan are included in Attachment A starting on page 13 "Site Safety Plan".

5.17 Emergency information bulletin board. A red bulletin board must be placed in a conspicuous are, within clear view from the unloading area, and have the phrase "Emergency Information" printed on it in a contrasting color. Attached to the board will be the location of the nearest telephone, phone numbers for all emergency services and a map to the nearest 24-hour medical center.

5.18 Recordkeeping. The contractor shall be responsible for reporting, on a quarterly basis, to the IEPA and the City of Rockford, and maintaining legible copies of detailed and accurate records and reports of all activities completed at the collection facility including: 1) written summaries of the numbers of participants and amounts and types of wastes received, a drum inventory, and the manifest numbers of the drums; 2) written summaries of any and all incidents during the course of any work outlined in these

guidelines which involve releases of wastes, spill, injuries, fires, explosions; 3) proposed changes and suggested improvements for the collection.

5.19 Contract Contact. The contract shall provide a main contact that the City can call with questions. This contact is also responsible for keeping the City informed of any business process changes.

5.20 Proposal format.

5.20.1 Company information section. Please complete the company information sections labeled City of Rockford Bid Form – Part A at the end of this document.

5.20.2 Cost section. Please complete the cost section of the bid form labeled City of Rockford Bid Form – Part B.

- Bidders are asked to provide a mobilization cost applicable to the first year only. This cost is to represent the cost to erect the facility and make any site improvements necessary as detailed in Section 4.2.3. This fee shall be a flat fee applicable only at start up.
- Bidders are asked to provide a yearly recurring fee for operation costs of the facility (e.g., lease of office space, utilities, maintenance, etc.). Amounts are requested for each year of the three-year contract. In addition, amounts should be included for an escalation percentage in years four and five should the contract extension be granted.
- Bidders are asked to provide a yearly recurring fee for miscellaneous equipment items such as supplies, safety equipment, etc. Amounts are requested for each of the three years in the initial contract. An escalation percentage should be included if the contractor plans to seek an increase in these amounts for years four and five should the extension be granted.
- Bidders are asked to provide annual costs for staffing and labor. Annual amounts are requested for each of the three years of the initial contract. In addition, an escalation percentage must be included if the bidder desires to implement increases in years four and five of the contract should the extension be granted.
- Bidders are asked to provide a demobilization and decontamination applicable in the final year of the contract only. This fee should represent the cost to the bidder of vacating the premises (removal of buildings, coverings, storage containers, etc) and provide all clean up necessary to bring the property into general useable condition. While demobilization is planned for the final year of the contract – either the third, fourth, or fifth year – funding constraints or revocation of intergovernmental agreements and/or permits may necessitate the closing of the facility at an earlier time.
- The present contract expired on December 31, 2013. It is the desire of the City of Rockford to have the successful begin implementing the new contract upon the effective date of the notice to proceed. If this date would present a problem to the bidder, notification of such should be included on the bid form (Part B). Otherwise, it will be assumed that the bidder is capable of assuming the operation of the household hazardous waste collection site upon the effective date of the notice to proceed.

COLLECTION AND PACKAGING OF HOUSEHOLD HAZARDOUS WASTE  
BID NO.: 1013-CD-140

Bid Form A

1. EQUIPMENT

On a separate sheet, list all equipment, including make, model, capacity, and gross weight for each, to be used in the execution of this contract.

2. EMPLOYEES

How many permanent employees do you propose to use under this contract?

---

Do you intend to employ additional employees for this work? If yes, how many?

---

Please list the appropriate contacts with your firm assigned to execute this contract.

During Regular Business Hours:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_

During Weekend Hours:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_

3. REFERENCES

List any governmental agencies, along with a contact person and telephone number, that are currently serviced or have been serviced by your firm in the past for this type of service.

<u>Agency</u>	<u>Contact</u>	<u>Phone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Please attach a copy of your firm's most recent financial report.

**COLLECTION AND PACKAGING OF HOUSEHOLD HAZARDOUS WASTE  
 BID NO.: 1013-CD-140**

**Bid Form B**

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Mobilization Cost (Year 1 Only)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Operation Costs of Facility	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Equipment and Supplies	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Staffing and Labor Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Demobilization & Decontamination Costs (Last Year Only)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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Person, Firm or Corporation

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Authorized Signature & Title

**HOUSEHOLD HAZARDOUS WASTE COLLECTION**  
**Scope of Work**

**A. One Day HHWC Program**

The Contractor shall remain available to conduct one day collection programs for household hazardous waste in communities within Illinois during the term of the contract. The Agency makes no representations or warranties as to the amount of waste which may be collected at each site. The Agency anticipates, based upon recent studies, that two to four percent of the households in the coverage area normally participate in a HHWC program. That number, however, can vary significantly. One day collection stations shall all be implemented on Fridays, Saturdays or Sundays to be selected by the Agency. The Agency will provide at least 2 weeks notice to the contractor prior to the selected location and date but will make every effort to provide notice as soon as possible.

The location of the collection station will be selected by the Agency. The Contractor shall provide to the owner(s) and operator(s) of the selected sites, full indemnification and hold harmless assurances as well as personal injury, property damage, and general liability insurance satisfactory to the Agency. Such owner(s) and operator(s) shall be shown as co-insured(s) or additional loss payee(s) on Contractor's insurance policies. Contractor shall be notified of owner's identity at the time the Contractor receives notice of the specific site where work is to be performed. Copies of insurance policies shall be provided to the Agency as specified in "Standard Terms and Conditions, paragraph 19." Send copies of all insurance policies relevant to the projects assigned to Dan Rion, Illinois Environmental Protection Agency, Waste Reduction and Compliance Section, 1021 North Grand Avenue East, Springfield, Illinois 62794-9276.

The Agency, in cooperation with the host communities, will implement public education programs prior to the collection days, which shall include distribution of brochures, posters, newspaper, radio and television advertising and direct mailing, for the dual purpose of (1) educating the public to the environmental and public health risks involved in the handling and improper disposal of household hazardous waste and (2) encouraging public participation in the HHWC program.

1. **Administration:** Contractor shall perform all planning, administrative and other acts necessary prior to mobilization of the HHWC program.
2. **Mobilization:** Contractor shall furnish all labor, equipment, materials and perform all operations necessary to move personnel, equipment, supplies and incidentals to the collection station ("mobilization") in order to perform all work necessary prior to commencement of the collection project.
  - a) Mobilization shall be fully completed and *the contractor shall be ready to accept wastes by 7:30 a.m. on the day established for collection. Any delay or added costs caused by the Contractor shall be the sole risk of the Contractor.*
  - b) Contractor shall provide a free standing open-sided tent of sufficient dimensions to contain the collection station operation described in A.9 below. The surface upon which the tent shall be erected may not be penetrated by any stakes or posts without the express written approval of the owner of the site being first obtained.
3. **Staffing Requirements:** The Contractor shall operate the collection station with a minimum of eight (8) full time on-the-scene personnel. The Contractor may elect to operate a station with more than eight of its personnel, but the Agency shall not be liable for any cost increases if additional personnel are used unless the Agency's PM or OSC has directed the contractor to supply an additional work unit. The collection event invites people to deliver waste at any time within the designated time frame (7:30 a.m. - 3:00 p.m.). Therefore, the contractor shall arrange for short, on-location rest periods and lunch periods for the on-the-scene personnel. The contractor shall not allow the eight on-the-scene personnel or any requested work unit personnel to be away from the assigned work duties for more than fifteen minutes at a

time, and no longer than forty-five minutes total between 7:30 a.m. and 3:00 p.m., unless the contractor furnishes replacement personnel at no additional cost to the Agency with the same qualifications and notifies the PM or OSC. The contractor shall maintain the required staffing levels, number of personnel and qualifications, until the demobilization is complete as outlined in A.19 unless released in accordance with A.5. The required personnel shall possess the following qualifications:

a) project manager/safety officer □ This individual has overall responsibility for mobilization, operation and demobilization of the collection station, including staff adherence to the site safety and contingency plan.

minimum qualifications:

- (1) one year field experience as a project manager or assistant project manager in comparable projects.
- (2) one year field experience as a safety officer.
- (3) completion of advanced or supervisory training in accordance with 40 CFR 1910.120.

b) four (4) chemists □ These individuals shall be responsible for unloading waste from incoming vehicles, supervising technicians unloading waste, questioning drivers concerning content of the wastes, sorting the wastes into categories for the purpose of transportation or disposal, and testing the wastes in accordance with A.9.

minimum qualifications:

- (1) two of the four chemists shall possess a bachelor's degree in chemistry.
- (2) the other two chemists shall have a minimum of two (2) years of college credit in chemistry and physical sciences courses.
- (3) two of the four chemists shall each have a minimum of six (6) months field experience on comparable projects.

c) three (3) technicians □ The technicians shall be responsible for unloading waste from incoming vehicles, packing, moving and bulking the collected wastes and documenting the nature and amounts of the collected wastes.

minimum qualifications:

- (1) Six (6) months field experience in handling hazardous wastes in comparable projects.
- (2) All personnel working in the collection station operations shall have successfully completed the safety training set forth in 29 CFR 1910.120.

4. Optional contractor work units: Upon 7 days notice from the Agency PM or OSC, the Contractor shall provide one or more four (4) person units (as specified by the Agency) each consisting of one chemist with the job description and qualifications specified in b) above and three technicians with the job description and qualifications specified in c) above. The Contractor shall not be entitled to any compensation for costs it may incur in maintaining such Unit(s) on stand-by, except to the extent such costs are included in specific line items indicated in the Pricing/Compensation Sheet (2.8 to the IFB). Keep available for the dates of all one day collection activities extra crews on an "on call" basis (to be utilized upon directions from the Agency).

5. Release of Crews: The Contractor shall maintain on the site the minimum eight-person crew and any additional crews required by the Agency as specified in A.4 above until the Agency PM or OSC agree to release such crews.

6. Collection Station Location/Traffic Flow Pattern: The Agency and Contractor shall jointly decide on the location of the collection station at the designated site as well as the traffic flow pattern and

placement of advisory signs. A preliminary decision shall be made when the Contractor is notified of the identity of the site. The Contractor shall coordinate with the Agency PM or OSC in making this decision. Final approval of the location and traffic flow pattern shall be obtained by the Contractor from the Agency PM or OSC at least *two weeks* before the day specified for the collection work.

7. Supervision of Traffic Flow: The Agency shall provide signage, and in conjunction with local volunteers, shall supervise the traffic flow of incoming and departing vehicles, including metering vehicles from a queuing area to the collection station, greeting participants and *conducting surveys and distributing handouts*. The Contractor shall obtain and maintain insurance coverage sufficient to protect the Agency, its employees, its agents, the site owner and operator and third persons from any claims which may arise as the result of acts or omissions of volunteers working at the collection site.

8. Hazardous Educational Waste: The Agency may invite local schools (K - 12) to deliver hazardous educational waste to the collection station. The contractor shall keep accurate records as to the amounts of school waste collected and associated costs, and dispose of the waste with the collected household hazardous waste.

9. Collection Station Operations: The Contractor shall satisfactorily operate to completion, the one-day collection stations and recycle, treat or dispose of all waste collected in accordance with the Detailed Scope of Work. The method of recycling, treatment or disposal of the waste and the facilities selected for recycling, treatment or disposal of the waste shall be acceptable to and prior approved by the Agency. [Bidders shall specify the method of recycling, treatment or disposal and the recycling, treatment or disposal facilities in their bids in response to this RFP]. Contractor shall operate the collection station in the following manner:

- a) Chemists and technicians shall unload the vehicles and place the waste in tubs located on receiving tables within the collection station. The Agency and Contractor shall jointly decide on the number of workers unloading vehicles during collection activities. *The Agency PM can request more or less unloaders at any time.* In the event of dispute, Agency PM or OSC decision shall prevail. The chemists shall also question drivers of the vehicles to ascertain the contents of the wastes and shall affix identification labels, as required by A.10. Failures of the contractor, any subcontractor, or any employee or agent of either, to comply with this identification labeling system shall be observed and noted in writing *expeditiously thereafter* by the Agency PM or OSC.
- b) Chemists shall remove the wastes from the receiving tables and sort them by hazard class, label them, if necessary, and place them into segregation tubs which are reserved and labeled for each hazard class. Technicians may assist chemists in performing this task, only under the direct supervision of a chemist or the contractor project manager.
- c) Technicians shall package the sorted wastes for transportation and or disposal, including lab packing and bulking wastes, where appropriate.
- d) Technicians shall document receipt of all waste materials during the packing operation.
- e) Paint products will most likely make up a large fraction of wastes collected. Paint shall be handled in the following manner.
  - (1) All paint shall be bulked for recycling, treatment or disposal unless instructed by the PM or OSC.
  - (2) The Contractor shall handle paint cans and bulking by one of the two following fashions.

- (A) removing the liquid and semi-solid paint from the paint can to the bulking container at the collection location, or
- (B) placing the paint cans into sealed, covered, water-tight containers or roll-off boxes for bulking at an alternate location.
- (3) The Contractor shall notify the Agency which of the two paint handling methods will be used at each collection at least seven days before the collection day.
- (4) **Regardless of which method allowed in e.2. above, the Contractor shall only charge the Agency for each container of bulked waste material at the rates specified in "2.8 Pricing/Compensation Sheet." In no case shall the Agency pay for disposal of paint or paint cans where the bulking procedures set forth in subparagraph (5) below have not been followed.**
- (5) Whether performed at the collection location or an alternate location, paint shall be removed from the individual cans into the bulking containers by the following procedure:
- (A) Unless directed by Agency PM or OSC, latex and oil based paint cans shall be segregated;
- (B) Each paint can shall have its cover removed. If the paint in the can is dry (solid), the can shall be discarded.
- (C) If the can has liquid paint, the can shall be turned upside down and scraped to remove all liquid and semi-solid paint or placed in a can crusher designed for this purpose. The can shall then be recycled.
- (D) Emptied paint cans shall have their cover replaced and be immediately placed into a water-tight container for subsequent recycling. The Contractor shall be responsible for all arrangements to handle the discarded cans and all costs related to delivering them to a recycling center. All paint cans shall be sent to qualified metal scrap dealers for recycling unless the contractor has prior approval from the Agency PM, a minimum of three letters from scrap dealers refusing the cans for recycling, and agrees to a 15% reduction in disposal costs for paint.
- (6) Some participants may bring household hazardous wastes in non-disposable containers such as waste oil in a metal gas can or small cans of paint in a bucket. The Contractor shall ask each participant if they want re-usable containers to be returned after the waste is removed. If the answer is yes, the Contractor shall make every effort to remove the waste from the container as quickly as possible and return it to the participant. After consultation with the Agency PM or OSC the Contractor may direct people waiting for container return to a designated area.
- If the waste material cannot be identified quickly or appears not to be compatible with other wastes bulked on-site the Contractor shall confer with the Agency PM or OSC for directions.
- (7) Inclement weather may be experienced during or after the collection event. The Contractor shall have sufficient protective coverings (tents, tarps, plastic film) to protect all collected wastes from rain or excessive wind and sand bags or other necessary equipment to secure the protective covering before, during and after collection activities.

(8) The Contractor's project manager shall oversee all collection station operations and worker safety.

(9) All of Contractor's staff shall wear personal protection as provided in the Site Safety Plan at all times while in or around the collection station. Personal protection requirements may be revised to reflect changing weather conditions as specified in the site safety plan with the written approval of the Agency PM or OSC.

(10) Smoking, *drinking and eating* shall not be allowed by Contractor's staff within 200 feet of the collection station. All smoking activities shall be out of sight of the collection station. The Contractor shall obtain and maintain insurance coverage sufficient to protect the Agency, the state, their agents and employees, the site owner and/or operator and third parties from any claims which may arise from a fire or explosion at the site, whatever its cause.

(11) The collection station shall receive waste from vehicles between the hours of 7:30 a.m. and 3:00 p.m. on the collection day.

10. Identification of Unknown Wastes: Contractor shall establish and implement an identification procedure to establish the identity of unknown chemicals which shall, at a minimum, include the following:

- a) Ask the person delivering the waste to identify unmarked containers or obviously incorrectly labeled containers. Label the container with information describing the contents using labels, tags, grease pencil or other method approved by the PM or OSC. If the person delivering the waste cannot provide information concerning the contents, the container should be labeled "unknown." If the contractor employee believes the information received is incorrect he shall confer with the Agency PM or OSC as to the appropriate label.
- b) Identify the unknown chemicals at the collection station in sufficient detail to permit safe transportation of the chemicals in accordance with appropriate DOT regulations, including, but not limited to, 49 CFR 172 through 178.
- c) Identify the unknown chemicals at the collection station or elsewhere in sufficient detail to permit safe recycling, treatment or disposal.
- d) Open and sample containers containing unknown wastes in an open air space totally removed from the general collection area, which shall be public access restricted and be bounded by warning tape.
- e) Unknown chemicals without an identification label required in A.9.a. above shall be identified and disposed with the condition in A.9.b & c. above. The Contractor shall be responsible for all costs associated with identification of unknown chemicals label.

11. Acceptable Wastes: The wastes set forth below shall be collected and segregated by the Contractor:

- a) aerosol containers
- b) corrosives
- c) oxidizers
- d) flammable solvents
- e) waste solvents
- f) oil based paints

- g) latex paints
- h) inorganic poisonous solids (primarily arsenic and mercury based)
- i) organic poisons or pesticides
- j) waste oils
- k) Pentachlorophenol, Sylvex, 2,4,5-T
- l) fluorescent lamps
- m) household batteries
- n) hazardous substance, liquid or solids, not otherwise specified

12. Unacceptable Wastes: Contractor shall immediately notify Agency personnel as well as reject the following wastes:

- a) explosives
- b) ammunition
- c) radioactive material
- d) lead-acid batteries (e.g. automotive, marine, etc.), unless approved by the Agency PM or OSC
- e) Compressed gas (other than in aerosol containers) such as propane or butane fuel tanks or bottles and fire extinguishers, unless approved by the Agency PM or OSC
- f) obviously non-special, non-contaminated wastes, including trash and non-hazardous debris (e.g. paper, wood, containers, food waste, cardboard boxes) not associated with wastes delivered by collection participants
- g) wastes from business, institutional, industrial, agricultural, government or commercial facilities

13. Unacceptable Participants: Contractor shall reject all wastes delivered to the collection station from business, institutional, industrial, agricultural, government or commercial facilities after consulting with the Agency PM or OSC, unless instructed by Agency PM or OSC to accept the wastes. The Contractor shall be considered the generator of this waste and be responsible for the cost of proper disposal of the waste.

14. Consultation with Agency PM or OSC: Agents of the Contractor involved in the collection of wastes from drivers shall notify the Agency PM or OSC whenever they are uncertain whether a specific waste is acceptable, and whenever they are uncertain whether waste comes from an acceptable source. The Agency PM or OSC shall consult with the driver who has brought waste following notification by an agent of the Contractor of uncertainty as to acceptability of a waste or waste source:

15. Collection of Pentachlorophenol, 2,4,5-T, etc: Contractor shall also be responsible for the collection, safe packaging and disposal of Pentachlorophenol, Sylvex, 2,4,5-Trichlorophenoxyacetic acid, 2,4,5-Trichlorophenoxypropionic acid, and their derivatives and salts. All such wastes shall be lab packed separately from all other wastes collected and disposed at an Agency approved facility. Under no circumstances shall these wastes be landfilled.

16. Safety Plan: Contractor shall implement a collection station safety plan in accordance with the sample plan attached. Any changes which Contractor may propose to the plan must be submitted to the Agency at least two weeks prior to operation of the collection station, in order to enable the Agency to review the proposed changes and either approve, disapprove or modify Contractor's submittal. Any delay or additional costs which arise as the result of the failure of the Contractor to submit revisions to its safety plan in a timely fashion for Agency review shall be the sole and exclusive risk of the Contractor.

17. Utilities: Contractor shall be responsible for providing all necessary utilities at the collection stations (including, but not limited to, the power supply and restroom facilities).

18. **Site Security:** Contractor is responsible for providing qualified site security and safety while any household hazardous waste or hazardous educational waste is at the collection station. The Contractor shall provide insurance coverage sufficient to protect the Agency, the State, their agents and employees, volunteers, site owner and/or operator and any third party from any claims which may arise as the result of breaches of security.

19. **Demobilization:**

a) Contractor shall completely demobilize the collection station which shall include, but not be limited to, the removal of all wastes, packing materials, roll-off containers, restroom facilities, fork lifts and debris, dismantling of all structures and removal of signs, traffic barriers and clean-up of spills, if any, to the satisfaction of the Agency. The Agency shall be in no way liable for damage to the site or to property at the site; any such damages shall be the sole and exclusive risk of the Contractor.

b) Contractor shall repair any structures or surfaces damaged during operation of the collection station to the satisfaction of the Agency.

c) All wastes, supplies, and utilities shall be removed from the collection station and the station shall be completely demobilized by midnight of the day following the collection day unless the Agency PM or OSC provides for a longer demobilization time.

20. **Storage:** Within a period of 10 calendar days from the date of demobilization all wastes collected shall be stored at a permitted recycling, treatment, storage or disposal facility with the exception of waste oil and latex paint which may be stored at a facility authorized to store this type of special waste.

21. **Other Waste Handling:** The Contractor shall furnish waste handling capacity for non-special solid wastes collected or generated at the collection site. It is expected that a significant amount of cardboard boxes, paper or plastic bags, empty containers, and general trash will be delivered to the collection site. In addition, waste materials from packaging, torn personal protection outerwear and others are expected. The Contractor shall provide containerized storage for all wastes received or generated. The Contractor shall be responsible for arrangements for handling these wastes and any and all costs related to handling or disposing of these wastes. The Agency highly recommends that all recyclable wastes not be sent to a landfill or incinerator. The contractor is strongly encouraged to seek recycling options available for all cardboard products collected in the course of an event.

**B. Continuous HHWC Program**

The Agency and the Contractor, in cooperation with the host community, shall plan and implement a collection site to collect household hazardous waste over an extended period of time, with the site to be run by a local operator. The continuous HHWC sites are operated by local sponsors who provide the staff to accept wastes from the public, evaluate that waste for acceptability, segregate the waste, package the waste for transportation and label the waste for transportation and disposal. Unknown wastes will be segregated for subsequent analysis.

The Contractor shall provide specified training to the operator of the collection station in the proper methods for receiving, identifying, segregating, and packing the incoming wastes. [Bidders shall specify the anticipated method of training, length of time for training and the qualifications of the trainer they shall provide in their bids.]

Upon notification from the collection station operator or Agency, the Contractor shall respond within five working days to the station to pick up the packed wastes and transport them to the appropriate storage, recycling, treatment, or disposal facility. The Contractor shall perform the required work and shall recycle, treat or dispose of the wastes collected in accordance with the Detailed Scope of Work. *The method of*

recycling, treatment or disposal of the waste and the facilities selected for recycling, treatment or disposal of the waste shall be acceptable to and prior approved by the Agency. The Agency will not accept the landfilling of wastes if other legal recycling or treatment methods exist. [Bidders shall specify the method of recycling, treatment or disposal and the recycling, treatment or disposal facilities in their bids.]

1. **Training:** The Contractor shall provide an instructor acceptable to the Agency to adequately train the operator of the collection station in the proper methods of receiving, segregating, packaging, and preparing for shipment the household hazardous wastes collected. The Agency may require more than one training session per contract period. The instructor shall have the following qualifications:

**Job description:** This individual shall be responsible for providing adequate training to the person who will be operating the collection station in all relevant aspects of receiving, identifying, segregating, and packing household hazardous wastes in a proper and safe manner. Ability to present technical information understandably and answer questions in layman's language shall be required.

Bidders shall provide a 2 day course for up to eight people at a session of no less than fifteen hours of training that covers all aspects of HHW collection including, but not limited to:

- a) **Legal requirements of HHW waste handling;**
  - 1) **National;**
  - 2) **Illinois;**
  - 3) **Other states with facilities identified in the Pricing/Compensation Sheet.**
  
- b) **How to accept waste from the public;**
  - 1) **What may or may not be accepted;**
  - 2) **Questions to ask the person delivering the waste;**
  - 3) **Identifying wastes without labels;**
  - 4) **Other questions.**
  
- c) **How to segregate and store the waste;**
  - 1) **What wastes should be packaged with other wastes;**
  - 2) **How to safely bulk certain wastes;**
  - 3) **Types of containers for different waste types;**
  - 4) **Record keeping of wastes received and packaged;**
  - 5) **Fire safety for storage;**
  - 6) **Precautions and emergency procedures for storage.**
  
- d) **How to prepare the waste for shipment;**
  - 1) **Packaging;**
  - 2) **Labeling;**
  - 3) **Manifest preparation.**
  
- e) **Long term Record keeping;**
  - 1) **Wastes received;**
  - 2) **Manifests;**
  - 3) **Disposal information.**
  
- f) **Emergency plan;**
  - 1) **Plan;**
  - 2) **Medical information;**
  - 3) **Spill clean-up;**
  - 4) **Police and fire protection.**

- g) Hands-on practice session;
  - 1) Practice waste segregation;
  - 2) Practice bulking;
  - 3) Practice packaging;
  - 4) Practice Record keeping.

The Contractor shall provide a location for training appropriate to handle wastes and perform the practice exercises which shall be acceptable to the Agency. The Contractor shall supply all course materials, personal protection, equipment, waste materials for practice exercises and accept all transportation and handling costs for all practice wastes.

The Agency agrees to provide the Contractor at least 2 weeks notice when scheduling training.

Bidders shall also include a draft certificate of completion to be used in the instruction program.

Minimum qualifications of instructor:

- 1. shall have a minimum of one year field experience in lab-packing hazardous wastes, preferably experience with household hazardous waste.
  - 2. shall possess a bachelors degree in a physical science or education and shall have a minimum of 16 semester hours of college credit in chemistry courses.
2. Staffing Requirements: The Contractor shall provide a driver to deliver materials for packaging and transporting the waste to the station and to pick up and transport the packaged wastes to the designated treatment, storage or disposal site. The driver shall have the following qualifications:

Job description: The individual shall be responsible for delivering to, and unloading the materials at, the station that are needed to adequately run the station. He/she shall also be responsible for delivering replacement supplies and equipment, loading, labeling, and securing the packed waste containers, preparing the proper documentation to comply with all applicable federal, state, and local transportation laws and regulations and cleaning spills which occur during loading to the Agency's satisfaction.

Minimum qualifications:

- 1. 6 months field experience in handling hazardous wastes in comparable projects.
  - 2. Shall have applicable driver training and current driver's license.
  - 3. Shall have successfully completed the safety training as set forth in 29 CFR 1910.120.
  - 4. Shall be aware of and be able to implement a transportation contingency plan in case of an accident or incident with the loaded wastes, as provided in DOT regulations, including 49 CFR 172 through 178.
3. Site Operations: The driver shall inspect the packing lists to ensure that they meet the Contractor's requirements, check the drums for proper packing for transportation, seal and label the drums for shipment. The driver shall load the drums, secure the load, and transport the load to the designated facility for storage, treatment, or disposal. The Contractor shall provide replacements for placards and labels, shipping containers, manifests, packing materials and any other necessary supplies.
5. Unacceptable Wastes: The Contractor shall not be responsible for accepting or handling any of the following wastes:

- a) explosives
- b) ammunition
- c) radioactive material
- d) lead-acid batteries (e.g. automotive, marine, etc.)

- e) obviously non-special, non-contaminated wastes, including trash and non-hazardous debris (e.g. paper, wood, containers, food wastes, cardboard boxes)
- f) any drum which the driver believes may have questionable packing based on his/her assessment of the drum packing list. (Questionably packed drums shall be immediately reported by the driver to the Agency PM; the Agency shall investigate and rectify the reported problem.)
- g) wastes which come from any industrial, business or commercial facility (The Contractor's driver shall immediately notify the Agency PM or OSC whenever he/she is uncertain whether waste comes from an acceptable source. The Agency PM or OSC shall consult with driver who has brought waste to the collection station following notification by the Contractor's driver.)

6. Emergency Contingency Plan:

- a) The Contractor shall obtain a copy of the collection station site emergency contingency plan. All personnel that are to be working at the site shall be aware of the plan and shall comply with the plan fully.
- b) The Contractor shall have an approved transportation contingency plan in force, in the format described at 52 FR 31485-31494. The Contractor shall ensure that its driver carries a copy of that plan in the vehicle at all times.

C. Waste Paint Program

The Waste Paint sites are operated by local partners who provide the staff to accept waste paint from the public, evaluate the reuse acceptability, segregate the paint, package the waste paint for transportation.

Upon notification from the Agency, the Contractor shall respond within ten working days to the partners location to pick up the packed wastes and transport them to the appropriate storage, recycling, treatment, or disposal facility or to drop off needed 55 gallon drums and/or 5 gallon buckets, with lids, and/or other containers needed for waste paint collection. The Contractor shall perform the required work and shall recycle, treat or dispose of the wastes collected in accordance with the Detailed Scope of Work. The method of recycling, treatment or disposal of the waste and the facilities selected for recycling, treatment or disposal of the waste shall be acceptable to and prior approved by the Agency. The Agency will not accept the landfilling of wastes if other legal recycling or treatment methods exist. [Bidders shall specify the method of recycling, treatment or disposal and the recycling, treatment or disposal facilities in their bids in response to this bid.]

Except for paint disposal, the procedures, facilities and costs for identification of unknowns and waste disposition shall be the same as described in Section A. for a one-day collection program.

1. Staffing Requirements: The Contractor shall provide a driver and a helper to deliver materials for packaging and transporting the waste paint and containers in which to place the reformulated paint to the partners selected location and to pick up and transport the packaged waste paint to the designated treatment, storage or disposal site. The driver shall have the following qualifications:

Job description: The individual shall be responsible for delivering to and unloading the materials at the station that are needed to adequately operate the waste paint program. He/she shall also be responsible for delivering replacement supplies and equipment, loading, labeling, and securing the packed waste paint containers, preparing the proper documentation to comply with all applicable federal, state, and local transportation laws and regulations and cleaning spills which occur during loading to the Agency's satisfaction.

Minimum qualifications:

- a) 6 months field experience in handling hazardous wastes in comparable projects.
  - b) Shall have applicable driver training and current driver's license.
  - c) Shall have successfully completed the safety training as set forth in 29 CFR 1910.120.
  - d) Shall be aware of and be able to implement a transportation contingency plan in case of an accident or incident with the loaded wastes, as provided in D.O.T. regulations, including 49 CFR 172 through 178.
2. **Site Operations:** The Contractor shall check the drums for proper packing for transportation, check seals and label the drums for shipment. The driver shall load the drums, secure the load, and transport the load to the designated facility for storage, treatment, or disposal. The Contractor shall provide replacements for shipping containers, manifests, packing materials, containers for reformulated paint and any other necessary supplies.
3. **Acceptable Wastes:** It is expected that the only material picked up at these waste paint program locations will be oil based and latex paint not acceptable for reformulation. However, the Agency has agreements with the local partner to remove any waste listed in the one-day events [acceptable wastes] Section, if dumped at the site as part of the waste paint program.
4. **Unacceptable Wastes:** The Contractor shall not be responsible for accepting or handling any of the following wastes:
- a) explosives
  - b) ammunition
  - c) radioactive material
  - d) lead-acid batteries (e.g. automotive, marine, etc.)
  - e) obviously non-special, non-contaminated wastes, including trash and non-hazardous debris (e.g. paper, wood, containers, food wastes, cardboard boxes)
  - f) any drum which the driver believes may have questionable packing based on his/her assessment of the drum packing list. (Questionably packed drums shall be immediately reported by the driver to the Agency PM; the Agency shall investigate and rectify the reported problem.)
  - g) wastes which come from any industrial, business or commercial facility (The Contractor's driver shall immediately notify the Agency PM or OSC whenever he/she is uncertain whether waste comes from an acceptable source. The Agency PM or OSC shall consult with driver who has brought waste to the collection station following notification by the Contractor's driver.)
5. **Emergency Contingency Plan:** The Contractor shall have an approved transportation contingency plan in force, in the format described at 52 FR 31485-31494. The Contractor shall ensure that its driver carries a copy of that plan in the vehicle at all times.

### **Recycling, Treatment or Disposal of Collected Wastes**

- A. **Disposal Methods**  
 In accordance with Section 39(h) of the Illinois Environmental Protection Act, the Agency strongly prefers that the collected wastes be recycled for reuse, incinerated, or chemically, physically or biologically treated so as to render the wastes nonhazardous. Disposal of the wastes by landfilling will only be considered acceptable when other legal disposal methods listed above are unavailable for that particular waste. It shall be the Contractor's responsibility to notify the Agency by telephone whenever non-landfill disposal methods are unavailable for a particular waste and to further submit documentation of unavailability to the Agency at the time of billing. The Agency may, in its sole discretion, refuse to make payment for the landfill disposal of any specific quantity of waste which is appropriate for recycling, treatment, or incineration unless the Agency has

received written documentation of the refusal of recycling, treatment, and incineration facilities to accept that waste.

The Agency shall determine which disposal method listed in the Bidder's rate sheet is to be used for disposal of waste. The Agency may, in its sole discretion, refuse to make payment for wastes disposed not in accordance with the Bidder's rate sheet. In the event that the Contractor is uncertain as to which method or facility for disposal or disposition the Agency intends for a particular quantity or type of waste collected, the Contractor shall have the affirmative obligation to contact the Agency and inquire about the intended method or facility in advance of management of the waste in question. Contacts made to the Agency shall be directed to Dan Rion, 217/785-8604.

B. **Facility Names**

The Bidder shall submit to the Agency the names of the facilities proposed by the Bidder to recycle, treat, store and dispose of the collected wastes. Bidders may designate two facilities for each method of waste disposition. The Agency reserves the right to accept or reject the use of any such facility. *Failure of the Contractor to utilize facilities designated in the Bidder's Pricing/Compensation Sheet may result in the Agency's refusal to pay for the recycling, treatment or disposal of the wastes.* Designated facilities may not be changed without the prior written consent of the Agency PM or OSC. Any delay or additional costs which arise as the result of any Agency determination rejecting a particular facility or particular methodology designated by the Contractor shall be the sole and exclusive risk of the Contractor.

### RECORD KEEPING AND REPORTING

The Contractor shall maintain legible copies of complete, detailed, and accurate records and reports of all services performed under this Contract. Copies of all records relating to a particular portion of work done shall be provided by the Contractor to the Agency PM at or before the time the Contractor submits an invoice to the Agency for that particular portion of work (see subsection E below for an exception). All project records shall be subject to examination, audit and approval by the Agency. These records and reports shall include, but not be limited, to the following:

- A. **Written summaries of each collection station, continuous collection pick-ups or waste paint project, which shall outline the work accomplished during site operations, and shall prominently identify the site(s) and date(s) work was performed;**
- B. **Within 10 working days of one day collection activities or pickups at continuous collection sites or paint partners, the Contractor shall provide to the Agency an estimated summary report which identifies types and amounts of wastes collected, ultimate disposal or treatment facility of wastes collected calculates total costs of the event (even if waste will not be transported and disposed until a later date), notes any problems with the event and suggests any improvements.**
- C. **Field activity logs, which shall be maintained and attached to the progress reports developed pursuant to item (A) above, for each collection station operation, continuous collection pick-ups or waste paint project pick-up;**
- D. **Other records and reports that may be required by local, state, and federal regulatory agencies;**
- E. **A final report summarizing the Contractor's activities and completed responsibilities for the collection and disposition of all wastes. (The report shall outline the work accomplished during the project; problems, real or anticipated, that should be brought to the attention of the Agency; notification of any significant deviation from previously agreed-upon work; and any other pertinent documentation required by the Agency.)**

- F. Written summaries of any and all incidents during the course of any phase of work outlined in this RFP which involve releases of wastes, spills, injury to persons or property, fire or explosions or other damage which has or may give rise to legal claims against the Agency, the State, the Contractor, the site owner and operator, third parties, or agents or employees of any of them (these summaries shall include details, wherever possible, including names, addresses and telephone numbers of persons involved, an estimation of the nature and extent of damages, date and time of occurrence, and any indication of insurance coverage carried by persons or entities involved; these summaries shall be provided to the Agency PM or OSC or within three business days whichever is less after the occurrence of an incident, if not immediately thereafter).
- G. Prior to authorizing payment for invoices relating to disposal of waste, the Agency must have a certificate of disposal. These certificates must be issued by the designated facility and not by the Contractor. If any invoice references a waste disposal/treatment that the Agency does not have a certificate for, the invoice shall be held unpaid or returned to the contractor, until the appropriate certificate is received.

### Site Safety Plan

#### INTRODUCTION

The purpose of the site safety plan is to establish requirements for protecting the health and safety of employees of the contractor, state and local government and the public during all activities conducted at the household hazardous waste collection site.

The site safety plan has been written to avoid misinterpretation, ambiguity, and mistakes that verbal orders cause. The plan must be reviewed and approved by qualified personnel.

All organizations which have an active role at the collection site must be familiar with the plan.

All workers involved at the collection site must be familiar with the safety plan, or the parts that pertain to their specific activities. It is the responsibility of personnel involved at the site as workers to comply with the requirements in the plan.

All operations and equipment will comply with OSHA Regulations 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response" and applicable parts of OSHA 29 CFR 1910 and 1926.

#### [A] Key Personnel

Project Manager/Safety Officer:

Alternate:

#### [B] Employee Education and Training

All operational employees participate in routine health and safety education and training programs. These programs directed by the Health and Safety Officer are designed to provide these employees with a thorough knowledge of hazardous materials, health and safety hazard potentials and compliance with federal OSHA 29 CFR 1910.120(e): 40 hours initial instruction, 8 hours refresher training, supervisor's additional 8 hours specialized training, and EPA requirements. As a minimum, this training includes the following:

- General Safety Rules
- Basics of Chemistry
- Basics of Toxicology/Physiology

- Hazardous Materials (types/characteristics)
- Hazard Communication Information
- Respiratory Protection
- Respirator Training
- Chemical Protective Clothing
- Decontamination Procedures/Personal Hygiene
- Fire Prevention/Protection
- First Aid/CPR
- Confined Space Work/Safety
- Atmospheric Testing/Sampling Procedures
- Emergency Response Procedures
- Electrical Hazard
- Federal and State Regulations

**[C] Personal Protective Equipment**

All Contractor and IEPA personnel in the active work area will be required to wear Modified Level "D" equipment which will be at minimum:

- Tyvek\* Disposable Coveralls
- Steel-toe Chemical Resistant Boots
- Goggles
- Latex Rubber Gloves - inner
- Chemical Resistant Gloves - outer

An alternate ensemble of personal protective equipment may be used by contractor and IEPA personnel when in the active work area in lieu of the above requirement, when ambient temperature and other ambient climatic conditions so warrant and are authorized in writing by the Agency PM or OSC. The alternate ensemble will consist of at least:

- Tyvek\* Disposable Pants
- A chemical resistant apron covering at least the chest and torso
- Chemical resistant sleeve protectors extending from the wrist to above the elbow
- A long-sleeve uniform or work shirt
- Steel-toe Chemical Resistant Boots
- Goggles
- Latex Rubber Gloves - inner
- Chemical Resistant Gloves - outer

In the event of an accidental release of lab chemicals to the environment and the Site Safety Officer deems it necessary to go to Level "B", the following personal protective equipment will be required in addition to those items noted above:

- Latex Rubber Gloves - 2 pair
- Forearm Length Butyl Rubber Gloves
- Self-Contained Breathing Apparatus (SCBA)

**[D] Medical Surveillance**

All employees involved with this project work will participate in a health surveillance program under the direction of an Occupational Physician. This program will include a pre-project medical evaluation and a post-project follow-up examination (when required). The pre-project evaluation will consist of the following:

- Comprehensive Health and Exposure History
- Physical Evaluation
- Urinalysis
- SMAC 24 including total cholesterol and High Density Lipoproteins and GGTP
- Complete blood count (CBC), differential, hematocrit, and hemoglobin
- Chest X-ray
- Pulmonary Function Testing
- Audiometry
- Vision Testing (distant, near, color)

Additionally, each employee will be evaluated to determine if they are physically able to perform work while using respiratory protective equipment in compliance with 29 CFR Part 1910.134 and ANSI Z88.2 1980.

**[E] Air Monitoring**

Every team involved in this project will have an investigation kit containing the following equipment:

A Combustible Gas Monitor to detect: 1. percent LEL; 2. percent of oxygen; 3. hydrogen sulfide gas parts per million.

**CLEAN-UP**

Equipment contaminated with hazardous waste will be decontaminated on-site.

**[F] Site Control**

Physical access into the site shall be along

\_\_\_\_\_.

Restricted site areas shall include, but not necessarily limited to the following:

- Exclusion (hot) zones - Note in detail.
- Contamination Reduction Corridors - Note in detail.
- Support Zone - Note in detail.

Attached is a map of the site with the above areas indicated. Access from the support zone will be such that entry must be made through the contamination reduction corridor in order to get to the exclusion zone. The exclusion zone will be clearly marked with fencing, rope, or barrier tape. Access to the contamination reduction corridor will also be clearly marked and the direction of entry shall be indicated with a sign.

**[G] Personal Decontamination**

**LEVEL D (Modified)**

- Remove chemical resistant outer gloves
- Remove Tyvek\* coveralls
- Remove hard hat, goggles/safety glasses
- Remove inner disposable latex gloves

**LEVEL B**

- Remove chemical resistant outer gloves
- Remove Tyvek\* coveralls
- Remove first pair of disposable latex gloves
- Remove SCBA
- Remove second pair of disposable latex gloves
- Clean respirator daily

[H] Standard Operating Procedures

A. Personal Precautions

- Eating, drinking, chewing gum or tobacco, smoking, or any practice that increases the probability of hand-to-mouth transfer and ingestion of material is prohibited in any area designated contaminated.
- Hands and face must be thoroughly washed upon leaving the work area.
- Whenever decontamination procedures for outer garments are in effect, the entire body should be thoroughly washed as soon as possible after the protective garment is removed.
- No facial hair which interferes with a satisfactory fit of the mask-to-face-seal is allowed on personnel required to wear respirators.
- Contact with contaminated or suspected contaminated surfaces should be avoided. Whenever possible, do not kneel on ground, lean, sit, or place equipment on drums, containers, or the ground.
- Medicine and alcohol can potentiate the effects from exposure to toxic chemicals. Prescribed drugs should not be taken by personnel on response operations where the potential for absorption, inhalation, or ingestion of toxic substances exists unless specifically approved by a qualified physician. Alcoholic beverage intake should be minimized or avoided.
- All personnel must be familiar with standard operating safety procedures and any additional instructions and information contained in the Site Safety Plan.

B. Operations

- All personnel going on-site must be adequately trained and thoroughly briefed on anticipated hazards, equipment to be worn, safety practices to be followed, emergency procedures, and communications.
- Any required respiratory protective devices and clothing must be worn by all personnel going into areas designated for wearing protective equipment.
- Personnel on-site must use the buddy system when wearing respiratory protective equipment. As a minimum, a third person, suitably equipped as a safety backup, is required during extremely hazardous situations.
- During operations, on-site workers act as safety backup to each other. Off-site personnel provide emergency assistance.

- Personnel should practice unfamiliar operations prior to doing the actual procedure.
- Entrance and exit locations must be designated and emergency escape routes delineated. Warning signals for site evacuation must be established.
- Communications using radios, hand signals, signs, or other means must be established before mobilization. Emergency communications should be prearranged in case of radio failure, necessity for evacuation of site, or other reasons.
- Wind indicators visible to all personnel should be strategically located throughout the site.
- Personnel and equipment in the contaminated area should be minimized, consistent with effective site operations.
- Work areas for various operational activities must be established.
- Procedures for leaving a contaminated area must be planned and implemented prior to going on-site. Work areas and decontamination procedures must be established based on expected site conditions.

**[I] Contingency Plan**

The hazard that is most likely to happen is an accidental spill of material. Although all precautions will be taken to prevent breakage of household chemical containers, the contractor must be prepared as this type of accident is the most likely incident to occur. In order to prevent as many spill opportunities as possible plastic bins will be utilized at the collection tables and the sorting tables.

**INFORMATION**

A red bulletin board will be placed in a conspicuous area. It will have the phrase "Emergency Information" in a contrasting color. Attached to the board will be:

**Site Emergency Procedures:**

- Listing names and emergency function of on-site personnel.
- Location of nearest phones

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- Alternative means of emergency communication.

Copies of the following information will be collected for each site and posted in site trailers, kept in all site vehicles, and provided to responsible personnel in charge on-site.

The name, address, and phone number for the local emergency services shall be compiled for this list. The following shall be included: ambulance, hospital, poison information center, fire department, police department, sheriff, airport, and state police.

**EXAMPLE**

Local Emergency Communications

	<u>Address</u>	<u>Phone</u>
Ambulance		
Hospital		
Poison Information		
Fire		
Police		
Sheriff		
Airport		

Since the sites have not yet been designated, the map (hand drawn) and the description must be added at this point.

EXAMPLE

HOSPITAL: Marshall Browning Hospital  
900 North Washington Street  
DuQuoin, Illinois

Exit the site to the south by access road from the Purcell enclosure. Turn left (east) onto Gas Plant Road. Proceed east about 0.25 miles to U.S. Highway 51. Turn left (north) onto Highway 51 and proceed northward 0.3 miles into DuQuoin city limits where Highway 51 becomes Washington Street. Continue north through city on Washington Street about 1.9 miles until street dead ends into driveway on the Marshall Browning Hospital grounds. Bear to left when driveway forks and proceed northwards around the west wing of the hospital. Continue to driveway around to the north side of the hospital building. Emergency room entrance is to your right in the approximate center of the north wall of the hospital.

NOTE: Emergency routes to be verified and driven prior to any site activities.

RESTRICTED ACCESS AREAS

Entry to the active areas of the collection site will be limited to contractor and IEPA personnel only. These areas will be roped off with yellow barricade tape. Printed on the tape will be the warning: "Caution Hazardous Waste".

#### EVACUATION PROCEDURES

In the event of a spill, the Site Safety Officer will evaluate the situation and evacuate the site if deemed necessary. A continuous blast of an air horn will signal evacuation of the site.

The following plan will be implemented in the event of an evacuation:

1. Owners of vehicles will be ordered to turn off their ignition and leave the site.
2. A wind sock will indicate wind direction. Evacuees will be instructed to leave the area and congregate at either of two pre-determined areas. The contractor's Site Safety Officer to deem which area is the meeting point.
3. The Contractor will rely on local law enforcement to limit access into the collection site in case of an emergency.
4. The Contractor will signal an "all clear" once the emergency is under control and the site can reopen. (All clear will be signified by short blasts in succession of the air horn).

#### FLAMMABLE CONDITIONS

In the event that flammable vapors exceed 10% of the lower explosion limit or strong odors are detected, the following actions should be taken:

- . Eliminate all ignition sources, no smoking, cutoff electric switches away from odors. Do not turn on/off electric switches if strong odors present unless the switch is intrinsically safe. Do not allow cars to operate or travel.
- . Remove personnel away from odors and structures.
- . Call: in the listed sequence
  - a) Fire Department or if unknown call county sheriff
  - b) Illinois EPA 217/782-3637
  - c) Illinois EMA 800/782-7860

Provide answering personnel with the call back number(s), locations, directions, and situation assessment.

#### RESPONSE EQUIPMENT AND MATERIALS

List of Emergency Equipment:

- Self-Contained Breathing Apparatus
- First Aid Kits
- Portable Radio Phone (when appropriate)
- Five Minute Escape Bottles
- Spill Response Equipment
- Bull Horn

- Non-sparking Shovel and Broom
- Drum Patching Kit
- Portable Eyewash
- Fire Extinguishers
- Air Horn
- Wind Sock

**List of Cleanup Materials:**

- Drum for Spill Containment
- Absorbents (e.g. corn cob and calcium bentonite)
- Neutralization: Caustic Spills (e.g. citric acid)
- Neutralization: Acid Spills (e.g. sodium bicarbonate)
- Mercury Spills (e.g. calcium polysulfide/sulfur/vacuum pumps)
- Phosphate Buffer Eye and Skin Wash

**INJURIES**

All Contractor personnel should be certified for CPR and First Aid and all vehicles have first aid stations. Contractor personnel will give primary first aid, but will depend on local hospitals for medical care for injuries and toxicological problems.

**FIRST AID MEASURES**

In the event that personnel exposure symptoms occur the following procedures will be used:

**1. Solvents/Paints**

**Eye contact:** Flush eye immediately with copious amount of water, repeat until irritation is eliminated. If prolonged irritation occurs for more than 15 minutes, seek medical attention.

**Skin contact:** Wash exposed area with soap and water. If dermatitis or severe reddening occurs seek medical attention.

**Ingestion:** Do not induce vomiting, seek immediate medical attention.

**2. Cyanide**

**Eye contact:** Flush eye immediately with copious amount of water, repeat until irritation is eliminated. If prolonged irritation occurs for more than 15 minutes, seek medical attention.

**Skin contact:** Wash exposed area with soap and water. If dermatitis or severe reddening occurs seek medical attention.

**Inhalation:** Remove person into fresh air, if symptom occurs for more than 15 minutes seek medical attention. If immediate respiratory problem, begin to call ambulance, begin CPR measures if breathing stops.

**Ingestion:** Provide water, promote vomiting, call ambulance, advise use of amyl nitrite pearls.

**3. Sodium Hydroxide/Caustics**

**Eye contact:** Flush eye immediately and continue flushing, call ambulance and seek needed attention.

**Skin contact:** Flush with water immediately and continuous flush. Burn symptoms not immediately present. Seek immediate medical attention.

**Inhalation:** Remove person into fresh air, if symptom occurs for more than 15 minutes seek medical attention. If immediate respiratory problem, begin to call ambulance, begin CPR if breathing stops.

**Ingestion:** Provide water, do not promote vomiting, call ambulance.

4. **Sulfuric Acid/Acids**

**Eye contact:** Flush eye immediately and continue flushing, call ambulance and seek needed attention.

**Skin contact:** Flush with water immediately and continuous flush, burn symptoms not immediately present. Seek immediate medical attention.

**Inhalation:** Remove person into fresh air, if symptom occurs for more than 15 minutes seek medical attention. If immediate respiratory problem, begin to call ambulance, begin CPR measures if breathing stops.

**Ingestion:** Provide water, do not promote vomiting, call ambulance.

5. **Pesticides**

**Eye contact:** Flush eye immediately with copious amount of water, repeat until irritation is eliminated. Seek medical attention.

**Skin contact:** Wash exposed area with soap and water. Seek medical attention.

**Inhalation:** Remove person into fresh air. Seek medical attention.

**Ingestion:** Seek immediate medical attention.

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF WINNEBAGO )

**CERTIFICATE OF PUBLICATION IN PAMPHLET FORM**

I, the undersigned, do hereby certify that I am the duly qualified and acting Legal Director and ex officio Keeper of the Records and Seal of the City of Rockford, Winnebago County, Illinois (the "City"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council (the "City Council") thereof.

I do further certify that on the 11th day of May, 2009, there was published in pamphlet form, by authority of the City Council, a true, correct and complete copy of Ordinance No. **2009-072-0** and said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number, at my office as Legal Director and ex officio Keeper of the Records and Seal located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City, this 11th day of May, 2009.

[SEAL]



LEGAL DIRECTOR AND EX OFFICIO  
KEEPER OF THE RECORDS AND SEAL

ORDINANCE NO. 2009-072-0

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKFORD, WINNEBAGO COUNTY, ILLINOIS, THAT:**

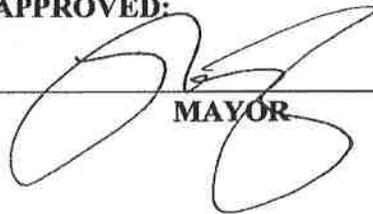
By passage and approval of this Ordinance, the Mayor and Legal Director are hereby authorized to execute and attest the attached Intergovernmental Agreement for Collection of Household Hazardous Waste for the City of Rockford by and between the Rock River Water Reclamation District.

The provisions and sections of this Ordinance shall be deemed severable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval and publication, as required by law.

A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by and under authority of the Corporate Authorities.

APPROVED:

  
\_\_\_\_\_  
MAYOR

ATTESTED:

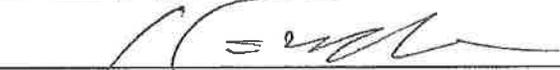
  
\_\_\_\_\_  
LEGAL DIRECTOR

PASSED: 5/4/09

APPROVED: 5/11/09

PUBLISHED: 5/11/09

ATTESTED and FILED in my office this 11th day of May, 2009, and published in pamphlet form this 11th day of May, 2009.

  
\_\_\_\_\_  
Legal Director and ex officio  
Keeper of the Records and Seal

Published in pamphlet form this 11th day of May, 2009, by order of the City Council of the City of Rockford, Illinois.

APPROVED BY:

  
\_\_\_\_\_  
Patrick W. Hayes, Legal Director

**INTERGOVERNMENTAL AGREEMENT FOR  
COLLECTION OF HOUSEHOLD HAZARDOUS WASTE  
FOR THE CITY OF ROCKFORD**

THIS AGREEMENT made this 11th day of May, 2009, by and between:

CITY OF ROCKFORD  
an Illinois unit of local government  
with its offices located at  
425 East State Street  
Rockford, Illinois 61104  
hereinafter referred to as .....

"City"

AND

ROCK RIVER WATER RECLAMATION DISTRICT  
an Illinois unit of local government  
with its offices located at  
3333 Kishwaukee Street  
Rockford, Illinois 61109  
hereinafter referred to as .....

"District"

**RECITALS**

1. City intends, pursuant to agreement with the Illinois Environmental Protection Agency (IEPA), to continue lab packing and collection of Household Hazardous Waste (HHW).
2. City desires that District provide certain space at its facilities at 3333 Kishwaukee Street to allow for such lab packing and collection of HHW.
3. District has agreed to provide the land from its 3333 Kishwaukee Street facility, but shall have no responsibility for improving the HHW site (site), operating the site, or accepting any liability for the operations that occur at the site during the course of operations or following the site's closure.
4. As units of local government and public agencies, the District and City are authorized by Article VII, Section 10(a) of the Illinois Constitution of 1970, by the

Intergovernmental Cooperation Act, and by Division 147 of the Illinois Municipal Code to contract or otherwise associate between themselves in any manner not prohibited by law or ordinance using their credit, revenues, and other resources to pay costs and service debts related to intergovernmental activities.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals

The Recitals constitute a material part of this Agreement.

2. Project

The City has applied to IEPA to co-host and operate a long-term HHW collection facility. The IEPA has approved City as a co-host. As a portion of the Agreement between City and IEPA, IEPA will provide a hazardous waste contractor to transport and dispose of collected hazardous waste and train local collection staffs in the proper method of operating an HHW collection facility. Under such Agreement, City, as co-host, is responsible for the operation of the collection station in accordance with the requirements set forth in IEPA guidelines, including the staffing, collection, identification, segregating, and packaging of collected HHW.

3. City Environmental Contractor Agreement

City and the City's Environmental Contractor will enter into an agreement, wherein the City will provide the facility and City's Environmental Contractor to collect HHW in accordance with the preceding paragraph.

4. City – IEPA Permit

IEPA has issued a permit for operation of a long-term HHW collection facility. IEPA has accepted generator status for all HHW collected at any station operated pursuant to the City – IEPA Permit.

5. City's Obligations

City's obligations as co-host of the long-term HHW collection agreement referred to in Paragraph 3 are incorporated herein and made a part of this Agreement, as applicable, as if fully reproduced in this document.

City intends to operate the HHW facility on Saturdays and Sundays and intends to operate the facility in cooperation with the IEPA in perpetuity.

6. City Requirements

City's responsibilities to District under this Agreement shall include, but not be limited to, the following:

- a. City has provided and shall continue to provide all site improvements to include buildings, roadways, fencing, traffic control, collection facilities and the like associated with the operation of the HHW facility, and upon termination of the Agreement with IEPA, shall, at its cost, remove all structures and improvements from District premises that District does not wish to retain.

The City may install, by itself or through its representative, an enclosed structure that will contain all processing equipment, HHW material, and any other items used by the contractor to carry out the HHW program, provided that such building shall be built to the minimum specifications set forth in the Response to Request for Proposals, and incorporated herein by reference, and further provided that such facility is locked at all times when it is not in use, and further provided that the Committee specified in Paragraph 6k reviews and approves the building.

- b. City shall maintain the swing gate at the west side of the HHW facility to prevent vehicles from proceeding farther into District's Kishwaukee Street facility than the HHW facility. The swing gate will be controlled at District's Guard House structure.
- c. City shall install a perimeter fence around the hazardous waste site. The fence shall be chain link, 6 foot high, and include necessary lockable gates.
- d. City shall provide adequate spill containment for stored drums and shall ensure that its contractor's personnel are adequately trained and equipped to handle the material on a day-to-day basis, as well as to cope with any emergency that may arise. District shall be the sole judge of the adequacy of the spill containment and the level of training necessary for contractor's personnel.
- e. City shall contract with a company having good credentials in the field of hazardous waste receipt, storage and disposal. City shall not use volunteers for the HHW Project.
- f. City shall clean the HHW site to a condition acceptable to the District after each operating day.
- g. City and City Environmental Contractor shall name District as an additional insured on all policies of insurance relating to the operation of the HHW facility.

- h. District shall have the right of first refusal for use of waste oil as heating fuel. District shall not be obligated to take any waste oil, but may take such waste oil as it desires. City will notify District when the State is to pick up waste oil. District shall decide at the time of pickup whether it wishes to take the used oil. Such pickup by the State's Contractor will be during normal working hours and any oil selected by District shall not be returned to Contractor or the HHW site.
- i. City shall make arrangements for traffic control, both within District premises as well as on Kishwaukee Street and Sandy Hollow Roads.
- j. At the HHW site, City shall provide either land line or cellular telephone, and a radio capable of netting with emergency radio nets.
- k. The Site Committee reviewed the proposed site improvements as set forth above to ensure that access, traffic control, landscaping, and other matters regarding the site to be used meet District requirements. The Committee is chaired by the President of the District's Board of Trustees and both City and District appoint one (1) member to the committee. Majority decisions of the Site Committee on matters relating to site improvements and landscaping shall be final.
- l. City shall prepare and submit all reports for the site required by the State or Federal EPA. Copies of such report shall be furnished to District for informational purposes.
- m. City shall update its comprehensive contingency plan for emergencies and submit it to District for review and approval within sixty (60) days after the commencement of this agreement. District's approval of the plan is a condition for City continuing operations at the site. District's approval of the plan shall not be unreasonably withheld. City shall submit to the District for review any changes to the comprehensive contingency plan prior to their adoption and shall provide a written update of the plan annually during the term of this agreement on the anniversary date of its execution.
- n. All utilities needed by the City to operate the HHW facility, including without limitation natural gas, electricity, and telephone, shall be provided by the City and metered separately from District utilities. City may provide water service to the site from existing District lines at no cost to District should water service be required. Water supply, if provided, shall be a minimum two-inch (2") water service, and it is the intent of the parties that the District shall also be permitted to use the two-inch (2") service to provide water to its existing guard house at the entrance to its 3333 Kishwaukee Street facility. If District uses such service, it will be separately metered by District and paid by District.

- o. The City's Environmental Contractor shall provide personnel at the facility at all times during the hours of operation and for such period of time prior to the commencement of operation and following the cessation of operation as are required to meet the conditions of its agreement with IEPA and the terms of this Agreement. District staff shall be permitted to review and inspect the HHW operation at any time in order to ensure that City and City Environmental Contractor are meeting their requirements under this Agreement.
- p. In the event a spill or other major incident occurs at the site due to its operation, the City's Environmental Contractor and City shall be responsible for site remediation to the satisfaction of the USEPA, IEPA, and District. For purposes of this contract, "major incident" means any occurrence that could or might cause injury to persons, damage to property, or contamination of the environment.
- q. In any public announcement concerning the site, City shall ensure that the District, as owner of the site, is named.

6. District Requirements

District shall provide the site for the HHW pick-up point at the location determined by the parties. District shall further be responsible for ensuring that its main gate is open during the hours of operation of the HHW site.

7. Indemnification & Hold Harmless

- a. City, its agents, employees and assigns, including, but not limited to the City Environmental Contractor (hereinafter referred to in this paragraph as "City") shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the City or District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the City, whether such loss, damage, injury, or liability is contributed to by the negligence of the District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the City shall have no liability for damages or the costs incident thereto caused by the sole negligence of the District.

The indemnification shall not be limited by a limitation on amount or type of damages payable by or for the City or its subcontractor under any

employee benefits act including, but not limited, to the Workers' Compensation Act.

No inspection by the District, its employees, or agents shall be deemed a waiver by the District of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages in the Contract.

City agrees to comply with and cause its employees, agents, and representatives to comply with all of the District's safety rules and all rules, regulations, and standards issued pursuant to applicable state and federal Occupational Safety and Health Acts (OSHA) during the course of this agreement, together with the provisions of the Resource Conservation and Recovery Act, Clean Water Act, Clean Air Act, and applicable state laws concerning receipt, storage, and disposal of hazardous waste, wastewater disposal, and air pollution. City further undertakes to indemnify District from any and all liability, loss, or damage the District may suffer arising out of the failure of City, or those acting on City's behalf, to conform to statutes, ordinances, or other regulations or requirements of any governmental authority in connection with the operation of the HHW facility.

- b. Should it become necessary for District or someone on District's behalf to incur costs and expenses to retain the services of an attorney to enforce this agreement or any portion thereof, City agrees to pay District's reasonable costs of attorney's fees thereby expended for which liability is incurred.
- c. City agree to defend against any claims brought or actions filed against the District with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or filed with respect to the subject of the indemnity herein, City agrees that District may employ attorneys of its own selection to appear and defend the claim or action on behalf of District at the expense of City. District at its option shall have the sole authority for direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against District.

## 8. Default

If City fails to perform its obligations set forth in this Agreement, or fails to perform under its agreement with the City's Environmental Contractor, District may terminate this Agreement on fourteen (14) days written notice. Upon receipt of such a notice, City shall immediately cease using District facilities for HHW receipt and disposal and remove all facilities used for HHW handling, storage, and security it has installed on District property within fourteen (14) days of receipt of such notice; provided however, that District may retain any of the facilities constructed by City it desires except any storage building constructed by City's

Environmental Contractor, upon giving written notice to City of such desire. In the event any storage building installed by City's Environmental Contractor is not removed within such fourteen (14) day period, District may remove such structure at City's expense. In the event of a default which constitutes a clear and imminent hazard to persons, property, or the environment, District is empowered to direct that operations be terminated immediately and District personnel are authorized to take such actions as are necessary to control and contain such clear and imminent hazard. The provisions of Paragraph 6 of this Agreement apply to any such dangerous operation leading to closure of the facility.

9. Termination

Except for cases of default as described in Paragraph 8, or a mutual agreement to terminate or extend this Agreement, this Agreement shall end on July 15, 2013. At any time up to sixty (60) days prior to its expiration, this agreement may be extended by the District in writing until April 23, 2013.

10. Enactment of Appropriate Ordinances.

The District and City shall duly enact, approve, and publish ordinances approving and authorizing this Agreement

11. Representatives

Any notice or other communication by the parties shall be sent to the following persons at the addresses indicated:

District:

Mr. David Cook  
Supporting Services Manager  
Rock River Water Reclamation District  
3333 Kishwaukee Street  
P. O. Box 7480  
Rockford, Illinois 61126-7480

City:

Attorney Ronald Schultz  
City of Rockford Legal Department  
425 E. State Street  
Rockford, Illinois 61104

12. ENTIRE AGREEMENT

This agreement represents the complete agreement of the parties. It supersedes any prior agreements or understandings to the extent that they are inconsistent with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement at Rockford, Illinois, as of the date set forth above.

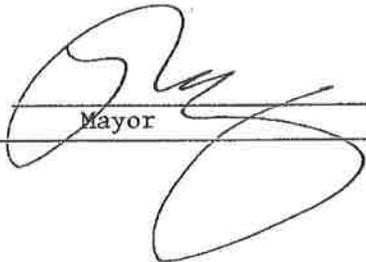
ROCK RIVER WATER RECLAMATION DISTRICT  
an Illinois unit of local government

By   
Its President

ATTEST:



CITY OF ROCKFORD  
an Illinois unit of local government

By   
Its Mayor

ATTEST:



STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF WINNEBAGO )

**CERTIFICATE OF PUBLICATION IN PAMPHLET FORM**

I, the undersigned, do hereby certify that I am the duly qualified and acting Legal Director and ex officio Keeper of the Records and Seal of the City of Rockford, Winnebago County, Illinois (the "City"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council (the "City Council") thereof.

I do further certify that on the 13th day of July, 2011, there was published in pamphlet form, by authority of the City Council, a true, correct and complete copy of Ordinance No. **2011-081-O** and said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number, at my office as Legal Director and ex officio Keeper of the Records and Seal located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City, this 13th day of July, 2011.

[SEAL]

  
LEGAL DIRECTOR AND EX OFFICIO  
KEEPER OF THE RECORDS AND SEAL

**ORDINANCE NO. 2011- 081-0**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKFORD,  
WINNEBAGO COUNTY, ILLINOIS, THAT:**

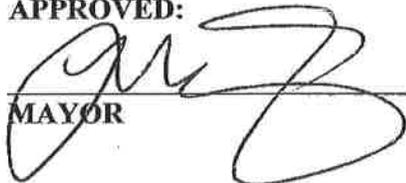
By passage and approval of this Ordinance, the Mayor and Legal Director are hereby authorized to execute the attached extension of the 2006 Intergovernmental Agreement with Illinois Environmental Protection Agency: Long Term Household Hazardous Waste Collection Facility.

The provisions and sections of this Ordinance shall be deemed severable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval and publication, as required by law.

A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by and under authority of the Corporate Authorities.

**APPROVED:**

  
\_\_\_\_\_  
**MAYOR**

**ATTESTED:**

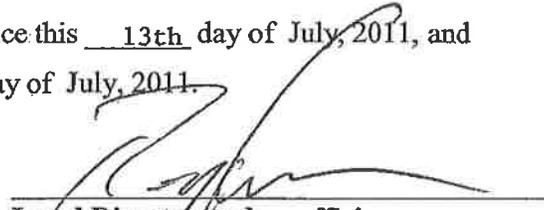
  
\_\_\_\_\_  
**LEGAL DIRECTOR**

**PASSED:** 7/11/11

**APPROVED:** 7/13/11

**PUBLISHED:** 7/13/11

**ATTESTED and FILED** in my office this 13th day of July, 2011, and published in pamphlet form this 13th day of July, 2011.

  
\_\_\_\_\_  
**Legal Director and ex officio  
Keeper of the Records and Seal**

Published in pamphlet form this 13th day of July, 2011, by order of the City Council of the City of Rockford, Illinois.

**APPROVED BY:**

  
\_\_\_\_\_  
Patrick W. Hayes, Legal Director

**RECOMMENDED BY:**

  
\_\_\_\_\_  
Patrick W. Hayes, Legal Director

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF ROCKFORD AND THE  
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
TO ESTABLISH A LONG TERM  
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

**THIS INTERGOVERNMENTAL AGREEMENT (AGREEMENT)** is entered into this 31st day of August, 2011, between the City of Rockford, (CITY), a municipal corporation with offices at 425 East State Street, Rockford, Illinois 61104, and the Illinois Environmental Protection Agency, (ILLINOIS EPA), 1021 North Grand Avenue East, Springfield, Illinois 62794-9276, an agency of the Executive Branch of the government of the State of Illinois created by the Illinois General Assembly in the Illinois Environmental Protection Act, 415 ILCS 5/4 (2010).

**RECITALS**

**WHEREAS**, the CITY and the ILLINOIS EPA are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (2010); and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the State to exercise, combine or transfer any power or function; and

**WHEREAS**, in order to protect against environmental damage and harm to public health, safety and welfare that may result from improper and unsafe transportation, treatment, storage, disposal, and dumping of household hazardous wastes (HHW), the Mayor and the City Council have determined to provide a HHW collection program with assistance and financing from the ILLINOIS EPA; and

**WHEREAS**, the CITY submitted its "Application to Co-Host a Long Term Household Hazardous Waste Collection Pilot Program and Facility," and the CITY and the ILLINOIS EPA entered into an "INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ROCKFORD AND THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY TO ESTABLISH A LONG TERM HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY" (1995 Agreement) on March 9, 1995, and the 1995 Agreement was extended in 1998 (1998 Agreement) and modified in 2000, and the 1998 Agreement was extended in 2003 (2003 Agreement) and modified in 2004, and the 2003 Agreement, as modified in 2004, was extended in 2006 (2006 Agreement); and

**WHEREAS**, the CITY has proposed extending the 2006 Agreement following its expiration on August 22, 2011; and

**WHEREAS**, the ILLINOIS EPA has accepted the CITY's proposal to extend the 2006 Agreement with such revisions as are provided herein, and it is appropriate to clarify the parties' responsibilities before extending the 2006 Agreement to operate a facility (FACILITY) within the CITY for the collection of HHW;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

**1.0 INCORPORATION OF RECITALS.**

1.1 The foregoing recitals are incorporated by reference as though fully set forth herein.

**2.0 TERM OF THIS AGREEMENT.**

2.1 The term of this AGREEMENT shall be for five (5) years beginning on the effective date specified in Section 14.0.

**3.0 FACILITY LOCATION, DESIGN, CONSTRUCTION AND OPERATION.**

3.1 At its sole expense, the CITY shall continue to operate and maintain its FACILITY located at Rock River Water Reclamation District at 3333 Kishwaukee Street, Rockford, Illinois 61104, property owned by the District. Any change in location shall be approved by the ILLINOIS EPA in writing.

3.2 The CITY shall comply with all applicable environmental regulations and obtain all necessary permits and local approvals including, but not limited to, ILLINOIS EPA non-hazardous waste storage permits. Waste shall not be collected unless all necessary permits and local approvals have been obtained. The CITY shall maintain valid permits for the FACILITY and comply with all requirements therein.

3.3 The FACILITY shall include a storage/containment building(s) for the HHW that meets or exceeds all permit criteria for design and operation of such structures as provided at 35 Ill. Adm. Code 807 or at any superseding regulations. Any modification or expansion of the structure(s) shall be in compliance with permit requirements. In addition to compliance with permit criteria, the FACILITY shall satisfy the following requirements:

3.3.a. The size and configuration of the property shall allow for efficient unloading, segregating, and storage of wastes and easy entry and exit for participants and large CONTRACTOR (*see* Section 5.0) vehicles.

3.3.b. All unloading zones, waste handling and waste storage areas shall be located on a level, intact asphalt or concrete surface.

3.3.c. Sites shall be properly fenced (seven (7) ft. high minimum) to completely surround the active portion of the FACILITY. Gates to control entry shall be operational at all times and secured during non-operating hours. Except for unloading, residents shall not be allowed access to the active portion of the FACILITY.

- 3.3.d. Traffic shall be directed to move freely and safely within the FACILITY and to prevent traffic hazards in the areas surrounding the FACILITY.
- 3.3.e. All wastes shall be placed in a storage building located at the FACILITY that is lockable, vented, labeled, within the fenced area, and in compliance with all permit requirements. All wastes shall be placed inside the storage building at the close of each collection day.
- 3.3.f. The CITY shall appoint a local project manager to be the main contact with the ILLINOIS EPA. That person shall be an employee or contractual employee of the CITY, a high school graduate, and possess at least eight semester hours of college-level chemistry. The CITY shall promptly notify the ILLINOIS EPA if the project manager is changed and provide a resume detailing the new project manager's education and experience.
- 3.3.g. All collection personnel shall obtain a physician's certification of physical ability to handle waste materials, wear safety equipment, and perform light physical labor. All collection personnel shall successfully complete the training required under Section 7.0. The CITY shall provide the ILLINOIS EPA with a list of all collection personnel. The City shall promptly notify the ILLINOIS EPA of changes in personnel. Except as provided in Section 7.0, the CITY shall be responsible for all costs for the personnel including, but not limited to, salary, benefits, travel, and personal protective equipment.
- 3.3.h. The CITY shall develop safety and emergency contingency plans to protect the health and safety of collection personnel, ILLINOIS EPA personnel, the CONTRACTOR, and the public. A red bulletin board shall be placed in a conspicuous area, within clear view from the unloading area, and have the phrase "Emergency Information" printed large enough to be seen from the unloading area and in a contrasting color. At a minimum, the following shall be attached to the bulletin board:
- Location of the nearest telephone;
  - Phone numbers for all emergency services including ambulance, hospital, poison information center, fire department, police department, sheriff, airport and state police; and
  - A map to the nearest 24-hour medical center.

The FACILITY shall be equipped with safety equipment (e.g., personal protective gear, eye wash, fire extinguishers, first aid supplies) necessary to prevent or treat injury to collection personnel and public participants. The FACILITY shall be equipped with at least one accessible communication device (e.g., telephone, cellular telephone, two-way radio) to summon emergency assistance in case of an accident. The CITY shall be responsible

for developing the safety and emergency contingency plans. All collection personnel shall be familiar with the plans and comply with them fully.

3.3.i. The CITY shall report quarterly to the ILLINOIS EPA and maintain legible, detailed, accurate records and reports of all activities completed at the FACILITY including:

- Written summaries of the numbers of participants and amounts and types of wastes received, a drum inventory, and the manifest numbers of the drums;
- Written summaries of the amounts and types of reusable materials recycled or redistributed;
- Written summaries of any and all incidents at the FACILITY that involve releases of wastes, spills, injuries, fires or explosions;
- Logs of all publicity types utilized and methods of determining the effectiveness of each; and
- Proposed changes and suggested improvements for the collection.

#### **4.0 HOURS OF OPERATION OF THE FACILITY.**

- 4.1 At its sole expense, the CITY shall provide two HHW drop-off days each week, those days being Saturday and Sunday.
- 4.2 The FACILITY shall operate at least ten (10) hours per week.
- 4.3 The CITY may modify the days and hours during which the FACILITY operates upon written approval of the ILLINOIS EPA. All written approvals from the ILLINOIS EPA under this Section shall expire at the end of the state fiscal year in which they were authorized.
- 4.4 Participation in the HHW collection program shall be available to any resident of the State of Illinois.

#### **5.0 TRANSPORTATION AND DISPOSAL.**

- 5.1 The City shall pay all capital construction, maintenance, personnel, transportation and operating costs for the FACILITY.
- 5.2 Subject to the suspension provisions set forth in Section 5.3 below, at its sole expense, the ILLINOIS EPA shall provide a hazardous waste collection firm ("CONTRACTOR") to pick up, transport, and dispose of the acceptable HHW collected at the FACILITY. Also subject to the suspension provisions, the CITY shall not be required to pay any fees incurred by the CONTRACTOR in picking up, transporting and disposing of the HHW that has been collected at the FACILITY or for the cost of related supplies under Section

5.5 of the AGREEMENT. The Illinois EPA reserves the right to change the CONTRACTOR.

5.3 The ILLINOIS EPA may suspend this AGREEMENT in its entirety at any time, if, as determined by the ILLINOIS EPA within its sole discretion, the legislative appropriation for all HHW collection activities in a state fiscal year ("SFY") may be exceeded if the AGREEMENT continues beyond the date set forth in the notice provided pursuant to Section 5.3.b below.

5.3.a. If the ILLINOIS EPA suspends the AGREEMENT, both the CITY and the ILLINOIS EPA shall be relieved of all responsibilities pursuant to the AGREEMENT for the remainder of the SFY in which the suspension is invoked. All terms and conditions of the AGREEMENT shall be reinstated on the first day of the SFY following the SFY in which the suspension was invoked.

5.3.b. The ILLINOIS EPA shall provide written notification to the CITY no less than 30 days prior to invoking the suspension. The notice shall specify the date of the suspension on and after which the ILLINOIS EPA shall no longer provide a CONTRACTOR to pick up, transport and dispose of HHW that has been collected at the FACILITY or pay for the cost of related supplies. The notification shall be made in accordance with Section 12.0 of the AGREEMENT.

5.3.c. The ILLINOIS EPA shall provide CONTRACTOR services and related supplies for acceptable HHW collected at the FACILITY up to, but not including, the effective date of the suspension regardless of when the HHW is finally disposed.

5.4 All wastes received at the FACILITY for pickup, transportation and disposal by the CONTRACTOR shall be packed for transportation in accordance with the CONTRACTOR's specifications. The CONTRACTOR shall reject improperly packed drums.

5.5 The frequency with which the CONTRACTOR picks up the waste from the FACILITY shall be determined by the ILLINOIS EPA. HHW shall be picked up on an as-needed basis. Upon notification of need by the CITY and approval by the ILLINOIS EPA project manager, the CONTRACTOR shall be required to pick up HHW at the FACILITY within five (5) working days. Notification of need may be by telephone or e-mail. The CONTRACTOR shall provide all drums, materials for packaging, and transportation for the packaged wastes to the treatment or disposal sites designated by the ILLINOIS EPA. The CONTRACTOR shall inspect packing lists to ensure they meet all applicable requirements, check drums for proper packing for transportation, seal and label drums, and load them for shipment. The CONTRACTOR shall provide replacements for placards and labels, shipping containers, manifests, packing materials, and any other necessary supplies.

## **6.0 ACCEPTABLE AND UNACCEPTABLE WASTES.**

6.1 The ILLINOIS EPA shall authorize its CONTRACTOR to accept aerosol containers, corrosives, oxidizers, solvents, oil-based paints, inorganic poison solids, organic

poisons and pesticides, waste oils, Pentachlorophenol, Silvex, 2,4,5-Trichlorophenol, household batteries, fluorescent tubes, and other unknown wastes (any wastes exhibiting undetermined characteristics) or hazardous substances that are not unacceptable pursuant to Section 6.2 of this Agreement. The ILLINOIS EPA will provide pick-up, transportation, disposal and related supplies only for the wastes authorized in this Section 6.1.

- 6.2 The ILLINOIS EPA shall prohibit its CONTRACTOR from accepting ammunition, explosives, radioactive materials, lead-acid batteries, compressed gas containers (other than aerosol containers), and non-special, non-contaminated wastes, including trash and non-hazardous debris. The CITY shall be responsible for pick up, transportation, disposal and related supplies for all wastes not specified in Section 6.1.
- 6.3 The CITY may accept other wastes for recycling upon written approval from the ILLINOIS EPA. The CITY should pursue every avenue to recycle empty paint cans and all other non-hazardous waste (e.g., cardboard boxes) delivered to the FACILITY. The CITY should secure outlets (e.g., non-profit groups, charitable organizations) for any unopened, useable consumer products brought to the FACILITY.
- 6.4 The CITY shall reject all wastes from business, institutional, industrial, agricultural, government, or commercial entities.

## **7.0 PERSONNEL TRAINING.**

- 7.1 At its sole expense, the ILLINOIS EPA shall require the CONTRACTOR to provide training for the FACILITY'S on-site collection staff in the proper method of operating a HHW collection station and in all aspects of receiving, identifying, segregating and packing the wastes in a proper and safe manner.
- 7.2 The training shall consist of a minimum two-day course of no less than fifteen hours including:
  - 7.2.a. Federal and state legal requirements pertaining to HHW handling;
  - 7.2.b. The methods of collecting HHW from the public and identifying unknown materials;
  - 7.2.c. Bulking procedures, the use of different types of containers, record keeping, storage procedures, fire safety, and emergency precautions and procedures;
  - 7.2.d. Procedures for waste shipment, including packaging, labeling and manifest preparation;
  - 7.2.e. Procedures for long-term record keeping, including wastes received, manifests, and disposal information;

7.2.f. The development of an emergency plan addressing first aid in the event of a release, spill clean-up, and police and fire protection; and

7.2.g. Field practice in waste segregation, bulking, packaging, and record keeping.

7.3 The ILLINOIS EPA shall not be responsible for paying the salaries, wages, benefits and miscellaneous expenses of CITY personnel undergoing training or assigned to the FACILITY.

## **8.0 LIABILITY AND INDEMNIFICATION.**

8.1 The CITY shall indemnify and hold the ILLINOIS EPA harmless from any and all damages or cleanup costs relating to exposure to wastes, spills or releases of wastes, fires, or explosions resulting from any acts or omissions caused by, arising out of, or occurring in connection with any activities performed at the FACILITY by the CITY's employees or subcontractors.

8.2 The CITY shall indemnify and hold the ILLINOIS EPA harmless from any and all damages to the FACILITY unless such damage is caused by the ILLINOIS EPA, its agents or employees.

8.3 The CITY shall secure and maintain insurance with limits of no less than \$1 million per occurrence/\$2 million per year to protect it and the ILLINOIS EPA against any and all claims made against the CITY, its agents and employees and the ILLINOIS EPA, its agents and employees arising from acts or omissions by the CITY, its agents or employees related to the collection or management of HHW under the AGREEMENT and acts or omissions by third party participants in the HHW collection program (except for the ILLINOIS EPA's CONTRACTOR). The CITY shall obtain endorsements to all insurance policies required under this section listing the State of Illinois, the ILLINOIS EPA, their employees, agents and assigns as additional insured. These additional insured shall be covered to the same limits and extent as that required above for the CITY. Claims that shall be covered include:

8.3.a. Claims under workers' compensation and other similar employee benefit acts;

8.3.b. Claims for damages because of bodily injury, occupational illness or disease, or death of an employee;

8.3.c. Claims for damages because of bodily injury, occupational illness or disease, death, or other pecuniary or non-pecuniary loss of any person other than an employee;

8.3.d. Claims for damages because of injury to or destruction of property, including loss of use; and

- 8.3.e. Claims for damages or cleanup costs resulting from spills or releases of wastes, fires, or explosions that may occur during the conduct of any activity at the FACILITY.

The CITY shall provide the ILLINOIS EPA with certificates of insurance and executive summaries of policies for the above-described insurance coverage upon request. In the event that the CITY is unable to obtain insurance coverage sufficient to satisfy the requirements of this section, the CITY shall provide the ILLINOIS EPA with letters to that effect from no less than three insurance carriers or brokers. The failure of the CITY to obtain or maintain the coverage required under this section throughout the term of the AGREEMENT shall entitle the ILLINOIS EPA to terminate the AGREEMENT at its sole discretion.

- 8.4 The CITY shall be the point of contact for the ILLINOIS EPA concerning all issues relating to the AGREEMENT including, but not limited to, issues related to work subcontracted by the CITY. The CITY shall be solely responsible for subcontractors' adherence to all provisions of the AGREEMENT and for any claims or damages that may arise as a result of acts or omissions of any subcontractors.
- 8.5 The ILLINOIS EPA shall require the CONTRACTOR to maintain comprehensive liability insurance indemnifying the CITY and the ILLINOIS EPA against any claims for damages or cleanup costs relating to exposure to wastes, spills or releases of wastes, fires or explosions resulting from any acts or omissions caused by, arising out of, or occurring in connection with the CONTRACTOR'S picking up from the FACILITY, transporting, or disposing of the HHW.
- 8.6 The ILLINOIS EPA shall become the generator of record and take title to the waste picked up by the CONTRACTOR at the time the ILLINOIS EPA or the CONTRACTOR signs the completed Uniform Hazardous Waste Manifest.

## **9.0 PUBLIC INFORMATION PROGRAM.**

- 9.1 The CITY, at its sole expense, shall continue its program for encouraging public participation and for informing and educating the public about alternatives to household hazardous materials, the proper disposal of these materials, and environmental and resource recovery issues.
- 9.2 The ILLINOIS EPA's assistance shall be sought in improving the quality of information reaching Rockford's citizens relating to the importance of waste minimization and alternatives to using hazardous materials.

## **10.0 TERMINATION OF THIS AGREEMENT**

- 10.1 Either the ILLINOIS EPA or the CITY may terminate this AGREEMENT prior to the expiration set forth in Section 2.0 by providing thirty (30) days written notice to the other Party.

10.2 Notice of termination of the AGREEMENT shall be provided in accordance with the requirements of Section 12.0.

**11.0 ENTIRE AGREEMENT.**

11.1 This AGREEMENT represents the entire agreement between the parties with respect to the operation of the FACILITY and supersedes all previous communications or understandings whether oral or written.

**12.0 NOTICES.**

12.1 Unless otherwise provided herein, any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, to the party's address. The address of each party is as specified below. Either party may change its address for receiving notices by giving notice thereof in compliance with the terms of this section.

**FOR THE CITY:**

Solid Waste Manager  
City of Rockford, City Hall  
425 East State Street  
Rockford, Illinois 61104

**FOR THE ILLINOIS EPA:**

Manager  
Waste Reduction and Compliance Section  
Division of Land Pollution Control  
Bureau of Land  
Illinois Environmental Protection Agency  
1021 North Grand Avenue East  
Springfield, Illinois 62794-9276

**13.0 AMENDMENT OR MODIFICATION.**

13.1 No amendment or modification to this AGREEMENT shall be effective until approved by the parties in writing.

**14.0 EFFECTIVE DATE.**

14.1 The terms of this AGREEMENT shall become effective upon its execution by authorized representatives of the ILLINOIS EPA and the CITY or upon execution by the parties and the expiration of the 2006 Agreement, whichever is later.

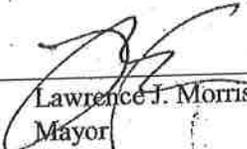
**15.0 GOVERNING LAW.**

15.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this AGREEMENT and intend to be bound by its terms.

City of Rockford

By: \_\_\_\_\_

  
Lawrence J. Morrissey  
Mayor

Attest:

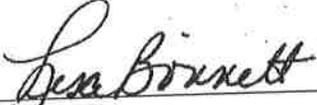
By: \_\_\_\_\_

  
Patrick W. Hayes  
Legal Director and  
Ex Officio Keeper of the Records  
and Seal of the City of Rockford

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

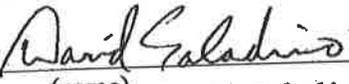
Illinois Environmental Protection Agency

By: \_\_\_\_\_

  
Lisa Bonnett  
Interim Director

Attest:

By: \_\_\_\_\_

  
(name) David Saladino  
(title) EPS III

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

8/31/11