



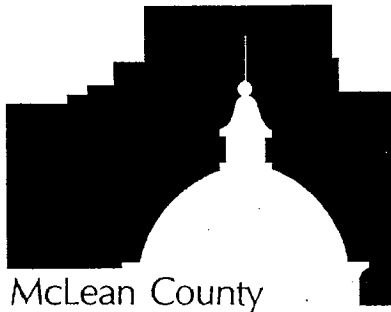
**Property Committee Agenda**  
**Room 400, Government Center**  
**Thursday, July 8, 2006**  
**3:00 p.m.**

1. Roll Call
2. Chairman's Approval of Minutes – June 8, 2006
3. Departmental Matters:
  - A. Jack Moody, Director, Facilities Management
    - 1) Items to be Presented for Action:
      - a) Request Approval of Bids for Three-Year Refuse and Recycle Services for County Facilities 1-41
    - 2) Items to be Presented for Information:
      - a) 2006 National Association of Counties (NACo) Award for the Old Courthouse Dome and Roof Project 42-44
      - b) General Report
      - c) Other
  - B. Bill Wasson, Director, Parks and Recreation
    - 1) Items to be Presented for Action:
      - a) Request Approval to Reject Bid for Refuse Disposal Contract and Approval to Implement an in-house Refuse Removal Program 45-46
    - 2) Items to be Presented for Information:
      - a) General Report 47
      - b) Other
  - C. John Zeunik, County Administrator
    - 1) Items to be Presented for Information:
      - a) Discuss August and September Committee Meeting dates
      - b) General Report
      - c) Other
4. Other Business and Communications

5. Recommend Payment of Bills and Transfers, if any, to County Board

6. Adjournment

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## Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4201 FAX [jack.moody@mcleancountyil.gov](mailto:jack.moody@mcleancountyil.gov)

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To: The Honorable Chairman and Members of the Property Committee  
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*  
Director, Facilities Management

Date: June 29, 2006

Subj: **Trash and Recycle Collection Services for 2007-2009**

Our current three-year contracts for refuse and recycle collection services expire on December 31, 2006. On April 18, 2006, we advertised a Request for Proposals in the periodical of general distribution (the "Pantagraph"), and mailed nine (9) bid packets to area refuse and recycle collection service companies. On May 19, 2006, as advertised, we conducted a mandatory Pre-Bid Conference for all interested firms. A total of five (5) area firms attended the Pre-Bid Conference.

On June 9, 2006, as advertised, we held a public bid opening at the Law and Justice Center for all bids received. A total of three (3) firms submitted bid proposals as documented in the enclosed Bid Opening Tabulation Sheet. As shown in bold dollar figures on this form, **Area Disposal Services** was the low bidder for refuse collection services for Government Center, the McLean County Nursing Home, the Animal Control Center, and the Juvenile Detention Center. **Allied Waste Services** was the low bidder for refuse collection services for the Law and Justice Center, County Highway Department, COMLARA Park and Recreation, the McLean County Health Department, and MetCom. **Midwest Fiber** was the only bidder for recycle collection services for the Law and Justice Center, the Juvenile Detention Center, and MetCom.

Also, enclosed are three, three (3) year contracts for all three firms to cover refuse and recycle collection services at our County facilities for the years 2007 – 2009.

Mr. Bill Wasson, Director of COMLARA Parks and Recreation, requests that the low bid for COMLARA be rejected as he desires to manage trash removal using another method.

Mr. Eric T. Ruud, First Assistant States Attorney, has reviewed all enclosed contracts and has deemed them consistent with our standard refuse collection contracts.

**Trash and Recycle Collection Services for 2007-2009**  
**Page two**

We therefore request and recommend the enclosed contracts be approved by the Property Committee at the July meeting.

Thank you for your kind consideration of this matter.

JEM: enclosures

Cc: Mr. Eric T. Ruud, First Assistant States Attorney  
Mr. Bill Wasson, Director, COMLARA Parks and Recreation

**MANDATORY PRE-BID CONFERENCE  
 REFUSE AND RECYCLING COLLECTION SERVICES  
 FOR 2007-2009  
 FRIDAY, MAY 19, 2006 AT 2:00 P.M.  
 LIST OF ATTENDEES:**

| <u>Printed Name:</u>      | <u>Signature:</u>      | <u>Firm Representing:</u> |
|---------------------------|------------------------|---------------------------|
| 1. <u>JACK MOODY</u>      | <u>J. Moody</u>        | <u>McLean County</u>      |
| 2. <u>TIM KIRK</u>        | <u>Tim Kirk</u>        | <u>HENSON DISPOSAL</u>    |
| 3. <u>Jim Whittington</u> | <u>Jim Whittington</u> | <u>AREA DISPOSAL</u>      |
| 4. <u>Dan Winters</u>     | <u>D. Winters</u>      | <u>Allied Waste</u>       |
| 5. <u>Sean Casper</u>     | <u>S. Casper</u>       | <u>C.O.P.S. - MIDWEST</u> |
| 6. <u>Todd Shumaker</u>   | <u>Todd Shumaker</u>   | <u>Midwest Fiber</u>      |
| 7. _____                  | _____                  | _____                     |
| 8. _____                  | _____                  | _____                     |
| 9. _____                  | _____                  | _____                     |
| 10. _____                 | _____                  | _____                     |
| 11. _____                 | _____                  | _____                     |
| 12. _____                 | _____                  | _____                     |
| 13. _____                 | _____                  | _____                     |
| 14. _____                 | _____                  | _____                     |
| 15. _____                 | _____                  | _____                     |

**Bid Opening Tabulation Sheet - Refuse and Recycling Collection Services for 2007 - 2009  
 County of McLean Facilities - Bid Opening at 2:00 p.m., Friday, June 9, 2006  
 EMA Operations Room, Law and Justice Center**

**Bids (3-year dollars - below bids are for thirty six months)**

| <u>Bidder:</u>         | 1A               | 1B              | 2               | 3                | 4               | 5                | 6               | 7A              | 7B            | 8               | 9A              | 9B            |
|------------------------|------------------|-----------------|-----------------|------------------|-----------------|------------------|-----------------|-----------------|---------------|-----------------|-----------------|---------------|
| 1. <u>Area Disp.</u>   | 13,284.00        | No Bid          | <u>7,704.00</u> | <u>16,812.00</u> | 3,132.00        | No Bid           | <u>1,872.00</u> | <u>3,744.00</u> | No Bid        | 6,588.00        | <u>3,744.00</u> | No Bid        |
| 2. <u>Allied Waste</u> | <u>11,412.00</u> | No Bid          | 8,856.00        | 18,216.00        | <u>2,160.00</u> | <u>13,860.00</u> | 2,160.00        | 3,960.00        | No Bid        | <u>6,480.00</u> | <u>3,240.00</u> | No Bid        |
| 3. <u>Midwest F.</u>   | No Bid           | <u>1,980.00</u> | No Bid          | No Bid           | No Bid          | No Bid           | No Bid          | No Bid          | <u>990.00</u> | No Bid          | No Bid          | <u>990.00</u> |
| 4. _____               | _____            | _____           | _____           | _____            | _____           | _____            | _____           | _____           | _____         | _____           | _____           | _____         |
| 5. _____               | _____            | _____           | _____           | _____            | _____           | _____            | _____           | _____           | _____         | _____           | _____           | _____         |
| 6. _____               | _____            | _____           | _____           | _____            | _____           | _____            | _____           | _____           | _____         | _____           | _____           | _____         |
| 7. _____               | _____            | _____           | _____           | _____            | _____           | _____            | _____           | _____           | _____         | _____           | _____           | _____         |
| 8. _____               | _____            | _____           | _____           | _____            | _____           | _____            | _____           | _____           | _____         | _____           | _____           | _____         |

Officiating at Bid Opening: Jack E. Moody  
 Jack E. Moody, CFM

Connie Johnson  
 Connie Johnson, Auditor's Office

**Refuse and Recycling Collection Services for McLean County Facilities: 2007-2009**

| <u>Facility:</u> | <u>Service:</u>  | 2007-2009      |                        | Three-Year   |                      | 2007-2009 |  |
|------------------|------------------|----------------|------------------------|--------------|----------------------|-----------|--|
|                  |                  | <u>Vendor:</u> | <u>Contract Price:</u> | <u>Cost:</u> | <u>Monthly Cost:</u> |           |  |
| LJC              | Recycling        | Midwest Fiber  | \$1,980.00             | \$660.00     | \$55.00              |           |  |
| LJC              | Refuse/Cardboard | Allied Waste   | 11,412.00              | 4,207.92     | 317.00               |           |  |
| Govt Center      | Refuse/Cardboard | Area Disp.     | 7,704.00               | 2,568.00     | 214.00               |           |  |
| Nurs Home        | Refuse/Cardboard | Area Disp.     | 16,812.00              | 5,604.00     | 467.00               |           |  |
| Highway          | Refuse/Cardboard | Allied Waste   | 2,160.00               | 720.00       | 60.00                |           |  |
| COMLARA          | Refuse/Cardboard | Allied Waste   | 13,860.00              | 4,620.00     | 385.00               |           |  |
| Animal Con.      | Refuse/Cardboard | Area Disp.     | 1,872.00               | 624.00       | 52.00                |           |  |
| JDC              | Refuse/Cardboard | Area Disp.     | 3,744.00               | 1,248.00     | 104.00               |           |  |
| JDC              | Recycling        | Midwest Fiber  | 990.00                 | 330.00       | 27.50                |           |  |
| 200 W. Front     | Refuse/Cardboard | Allied Waste   | 6,480.00               | 2,160.00     | 180.00               |           |  |
| MetCom           | Refuse/Cardboard | Allied Waste   | 3,240.00               | 1,080.00     | 90.00                |           |  |
| MetCom           | Recycling        | Midwest Fiber  | 990.00                 | 330.00       | 27.50                |           |  |

### Bidder's References

References: All interested bidders shall provide the names, complete addresses, contact names, and phone numbers of **at least three (3)** governmental or commercial accounts with similar waste collection needs presently being serviced by the interested bidder. Do not include McLean County.

1.     Company:   State Farm Insurance  
          Address:   One State Farm Plaza, Bloomington, IL 61710-0001  
  
          Contact Name:   Mark Oakley                             Phone: 309-766-3212
  
2.     Company:   Delta Management  
          Address:   2023 Eagle Road, Normal, IL 61761  
  
          Contact Name:   Tim Herman                             Phone: 309-834-1551
  
3.     Company:   Central Illinois Properties  
          Address:   405 Hershey Road, Bloomington, IL 61701  
  
          Contact Name:   Brian Hundman                         Phone: 309-664-3588


Area Disposal Service, Inc.  
Bidder's Company Name and Address

Matthew R. Coulter

Contact Name

Sales & Recycling Manager

Title



6/8/06

Signature (required)

Date

Note: The above signature explicitly grants permission to McLean County to contact the above listed references. By the above signature the person signing this document ensures McLean County that the signer has been granted the authority to sign and submit bid documents on behalf of the interested bidder's firm.



**Peoria Disposal Company / Area Disposal Service, Inc.**  
**FUEL ADJUSTMENT TABLE**

**US Dept of Energy - Midwest PAD**  
**Average Diesel Fuel Price**

| <b>At Least<br/>per gallon</b> | <b>Less Than<br/>per gallon</b> | <b>Fuel Adjustment %</b> |
|--------------------------------|---------------------------------|--------------------------|
| 1.55                           | 1.60                            | 0.00                     |
| 1.60                           | 1.65                            | 0.20                     |
| 1.65                           | 1.70                            | 0.40                     |
| 1.70                           | 1.75                            | 0.60                     |
| 1.75                           | 1.80                            | 0.80                     |
| 1.80                           | 1.85                            | 1.00                     |
| 1.85                           | 1.90                            | 1.20                     |
| 1.90                           | 1.95                            | 1.40                     |
| 1.95                           | 2.00                            | 1.60                     |
| 2.00                           | 2.05                            | 1.80                     |
| 2.05                           | 2.10                            | 2.00                     |
| 2.10                           | 2.15                            | 2.20                     |
| 2.15                           | 2.20                            | 2.40                     |
| 2.20                           | 2.25                            | 2.60                     |
| 2.25                           | 2.30                            | 2.80                     |
| 2.30                           | 2.35                            | 3.00                     |
| 2.35                           | 2.40                            | 3.20                     |
| 2.40                           | 2.45                            | 3.40                     |
| 2.45                           | 2.50                            | 3.60                     |
| 2.50                           | 2.55                            | 3.80                     |
| 2.55                           | 2.60                            | 4.00                     |
| 2.60                           | 2.65                            | 4.20                     |
| 2.65                           | 2.70                            | 4.40                     |
| 2.70                           | 2.75                            | 4.60                     |
| 2.75                           | 2.80                            | 4.80                     |
| 2.80                           | 2.85                            | 5.00                     |
| 2.85                           | 2.90                            | 5.20                     |
| 2.90                           | 2.95                            | 5.40                     |
| 2.95                           | 3.00                            | 5.60                     |
| 3.00                           | 3.05                            | 5.80                     |
| 3.05                           | 3.10                            | 6.00                     |
| 3.10                           | 3.15                            | 6.20                     |
| 3.15                           | 3.20                            | 6.40                     |
| 3.20                           | 3.25                            | 6.60                     |
| 3.25                           | 3.30                            | 6.80                     |
| 3.30                           | 3.35                            | 7.00                     |
| 3.35                           | 3.40                            | 7.20                     |
| 3.40                           | 3.45                            | 7.40                     |
| 3.45                           | 3.50                            | 7.60                     |
| 3.50                           | 3.55                            | 7.80                     |
| 3.55                           | 3.60                            | 8.00                     |
| 3.60                           | 3.65                            | 8.20                     |
| 3.65                           | 3.70                            | 8.40                     |
| 3.70                           | 3.75                            | 8.60                     |



Area Disposal Service, Inc.

**Additional Information Requested by McLean County**

1. Equipment to be utilized
  - #1401 Frontloader 2002 Peterbilt, Good condition
  - #1486 Frontloader 1999 Volvo, Good condition
  - #1414 Frontloader 2003 Peterbilt, Good condition
  
2. Evidence of Insurance (attached)
  
3. Reference list (attached)

AREA DISPOSAL SERVICE, INC.

[www.pdcarea.com](http://www.pdcarea.com)

|   |  |   |               |
|---|--|---|---------------|
| <b>PRODUCER</b><br>Coyle Insurance Agency Inc<br>4921 N Glen Park Place<br>Peoria IL 61614<br>Phone: 309-692-5522 Fax: 309-692-5099 |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |               |
| <b>INSURED</b><br>Coulter Companies, Inc;<br>Peoria Disposal Company;<br>etal<br>P. O. Box 9071<br>Peoria IL 61612-9071             |  | <b>INSURERS AFFORDING COVERAGE</b>  | <b>NAIC #</b> |
|   |  | INSURER A: Zurich American Insurance Co   |               |
|   |  | INSURER B: Steadfast Insurance Company  |               |
|   |  | INSURER C:  |               |
|   |  | INSURER D:  |               |
|   |  | INSURER E:  |               |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE  | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |               |
|----------------|-------|--|----------------|----------------------------------|-----------------------------------|--|---------------|
| A              |       | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | GLO5258390-03  | 12/31/05                         | 12/31/06                          | EACH OCCURRENCE  | \$ 2,000,000  |
|                |       |  |                |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence)  | \$ 50,000     |
|                |       |  |                |                                  |                                   | MED EXP (Any one person)   | \$ 5,000      |
|                |       |  |                |                                  |                                   | PERSONAL & ADV INJURY  | \$ 2,000,000  |
|                |       |  |                |                                  |                                   | GENERAL AGGREGATE  | \$ 2,000,000  |
|                |       |  |                |                                  |                                   | PRODUCTS - COM/POP AGG   | \$ 2,000,000  |
|                |       |  |                |                                  |                                   | Emp Ben.   | 1,000,000     |
| A              |       | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS<br><input checked="" type="checkbox"/> MCS-90                                   | BAP52588391-03 | 12/31/05                         | 12/31/06                          | COMBINED SINGLE LIMIT (Ea accident)  | \$ 2,000,000  |
|                |       |  |                |                                  |                                   | BODILY INJURY (Per person)   | \$            |
|                |       |  |                |                                  |                                   | BODILY INJURY (Per accident)   | \$            |
|                |       |  |                |                                  |                                   | PROPERTY DAMAGE (Per accident)   | \$            |
|                |       | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO  |                |                                  |                                   | AUTO ONLY - EA ACCIDENT  | \$            |
|                |       |  |                |                                  |                                   | OTHER THAN AUTO ONLY: EA ACC   | \$            |
|                |       |  |                |                                  |                                   | AGG  | \$            |
| B              |       | EXCESS/UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/><br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$10,000  | SEO5258397-03  | 12/31/05                         | 12/31/06                          | EACH OCCURRENCE  | \$ 19,000,000 |
|                |       |  |                |                                  |                                   | AGGREGATE  | \$ 19,000,000 |
|                |       |  |                |                                  |                                   |  | \$            |
|                |       |  |                |                                  |                                   |  | \$            |
|                |       |  |                |                                  |                                   |  | \$            |
| A              |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  | WC9308081-03   | 12/31/05                         | 12/31/06                          | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |               |
|                |       |  |                |                                  |                                   | E.L. EACH ACCIDENT   | \$ 1000000    |
|                |       |  |                |                                  |                                   | E.L. DISEASE - EA EMPLOYEE   | \$ 1000000    |
|                |       |  |                |                                  |                                   | E.L. DISEASE - POLICY LIMIT  | \$ 1000000    |
|                |       | OTHER  |                |                                  |                                   |  |               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Waste Transportation & Storage/LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION.

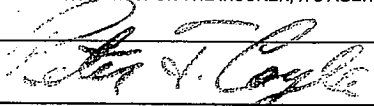
**CERTIFICATE HOLDER**

AREAD-2

Area Disposal Service, Inc.  
 R R #2, Box 216L  
 Clinton IL 61727

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Peter Coyle 

County of McLean, Illinois

Bid Form For

**Proposal 2**

Refuse Collection at Government Center

Instructions to Bidders: All bids submitted must be on these forms. Bids must include a breakdown where requested, showing the allocation to each type of collection service. Specifications for refuse collection services at Government Center under this bid cover the following areas:

**Collection**

The Contractor offers to collect refuse as per specifications contained herein, payable in equal monthly installments by McLean County, to be broken down as follows:

**Basic Service**

**Total Cost - 1/1/2007 To 12/31/2009**

The Contractor agrees to offer refuse collection and disposal at Government Center as per specifications (see Exhibit A):

\$ 7,704.00 \*  
(total cost for three years)

Total cost for three years divided by 36 months:

\$ 214.00 \*  
(per month)

\* Fuel adjustment will apply to all rates.

County of McLean, Illinois

Bid Form For

**Proposal 3**

Refuse Collection at McLean County Nursing Home

Instructions to Bidders: All bids submitted must be on these forms. Bids must include a breakdown where requested, showing the allocation to each type of collection service. Specifications for refuse and recycling services for the Nursing Home under this bid cover the following areas:

**Collection**

The Contractor offers to collect refuse as per specifications contained herein, payable in equal monthly installments by McLean County, to be broken down as follows:

**Basic Service**

**Total Cost - 1/1/2007 TO 12/31/2009**

The Contractor agrees to offer refuse collection and disposal at the Nursing Home as per specifications (see Exhibit A):

\$ 16,812.00 \*  
(total cost for three years)

Total cost for three years divided by 36 months:

\$ 467.00 \*  
(per month)

\* Fuel adjustment will apply to all rates.

County of McLean, Illinois

Bid Form For

**Proposal 6**

Refuse Collection at Animal Control Center

Instructions to Bidders: All bids submitted must be on these forms. Bids must include a break down where requested, showing the allocation to each type of collection service. Specifications for the refuse collection services for Animal Control Center under this bid cover the following areas:

**Collection**

The Contractor offers to collect refuse as per specifications contained herein, payable in equal monthly installments by McLean County, to be broken down as follows:

**Basic Service**

**Total Cost: 1/1/2007 To 12/31/2009**

The Contractor agrees to offer refuse collection and disposal at the Animal Control Center per specifications (see Exhibit A):

\$ 1,872.00 \*  
(total cost for three years)

Total cost for three years divided by 36 months:

\$ 52.00 \*  
(per month)

\* Fuel adjustment will apply to all rates.

County of McLean, Illinois

Bid form for

**Proposal 7A**

Refuse Collection at Juvenile Detention Center

Instruction to Bidders: All bids submitted must be on these forms. Bids must include a break down where requested, showing the allocation of each type of collection service. Specifications for the refuse collection services for Juvenile Detention Center under this bid cover the following areas:

**Collection**

The Contractor offers to collect refuse as per specifications contained herein, payable in equal monthly installments by McLean County, to be broken down as follows:

**Basic Service**

**Total Cost: 1/1/2007 To 12/31/2009**

The Contractor agrees to offer refuse collection and disposal at Juvenile Detention Center per specifications (see Exhibit A):

\$ 3,744.00 \*  
(total cost for three years)

Total cost for three years divided by 36 months:

\$ 104.00 \*  
(per month)

\* Fuel adjustment will apply to all rates.

## CONTRACT FOR REFUSE COLLECTION SERVICES

This CONTRACT entered into this 18th day of July, 2006, by and between the County of McLean, a body corporate and politic (hereinafter "COUNTY"), and Area Disposal Service, Inc., RR #2, Box 216L, Clinton, Illinois 61727 (hereinafter "AREA"), pursuant to the following terms and conditions.

1. AREA is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as the manner and means of performing the services and obligations of this contract are accomplished. However, COUNTY reserves the right to inspect AREA'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. AREA is obligated to furnish at its own expense all the necessary labor, tools, supplies, and materials.

2. AREA shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

AREA shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of AREA'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of AREA or any subcontractor for any payments under any worker's compensation insurance carried on behalf of AREA or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

3. AREA shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.

4. The initial term of this contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2007, and terminate at 12:59 p.m. on December 31, 2009.

5. AREA shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:



- {a} Comprehensive General Liability Insurance including Contractual Liability (which insures AREA 'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
- {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
- {c} Worker's Compensation Insurance in accordance with Illinois law.
- {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

AREA shall provide COUNTY a Certificate of Insurance in a form acceptable to COUNTY and executed by insurance companies admitted to conduct business in the state of Illinois and shall be filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to AREA ". In addition, said certificates shall list "the County of McLean, and its officers, agents and employees as additional insured on all required insurance policies".

6. AREA shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

8. AREA shall perform duties of refuse collection services at the following COUNTY facilities, as specified in the original bid specifications, and AREA 'S bid proposal(s) publicly open on Friday, June 9, 2006, for the contract period of January 1, 2007, to December 31, 2009, for the below total fees to be paid in 36 equal installments (1/36 of each total fee) to be paid on a monthly basis to AREA by COUNTY.

| <u>County Facility:</u>    | <u>Total Fee - Three (3) Years:</u> | <u>Monthly Payment:</u> |
|----------------------------|-------------------------------------|-------------------------|
| Government Center          | \$7,704.00 (Bid Proposal 2)         | \$214.00                |
| McLean County Nursing Home | \$16,812.00 (Bid Proposal 3)        | \$467.00                |
| Animal Control Center      | \$1,872.00 (Bid Proposal 6)         | \$52.00                 |
| Juvenile Detention Center  | \$3,744.00 (Bid Proposal 7A)        | \$104.00                |

**Page three**

9. AREA warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and AREA shall promptly repair or replace any items which are defective during the term of this Contract.

10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.

11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.

13. This Contract may not be assigned or subcontracted by AREA to any person or entity without the express written consent of COUNTY.

14. COUNTY shall have the option to renew the Contract for another three (3) years. If COUNTY exercises this option, it will so advise AREA at least ninety (90) days prior to the expiration of the Contract. Any change in the Contract terms may be negotiated thereafter.

15. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

16. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

17. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto. COUNTY shall not be liable to AREA for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted and approved by COUNTY in a writing approved by and signed by a person with lawful authority by COUNTY to execute such writing.

18. All necessary and ordinary written communications, submittals, approvals, requests, invoices, and notices related to this Contract shall be submitted to:

**If to COUNTY:** Phone: (309) 888-5192  
Director, Facilities Management  
McLean County  
104 W. Front Street  
Bloomington, Illinois 61702-2400

**Page four**

**If to AREA:** Phone: (800) 935-5652  
General Manager  
Area Disposal Service, Inc.  
RR #2, Box 216L  
Clinton, Illinois 61727

19. Parties agree that the foregoing and the attached document(s) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 18th day of July, 2006.

**Approved:**

\_\_\_\_\_  
Michael F. Sweeney, Chairman of the  
McLean County Board

**Attest:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board

**Approved:**

\_\_\_\_\_  
Authorized Representative  
AREA Disposal Services

**Attest:**

\_\_\_\_\_  
Secretary of AREA Disposal Services

Trash Contract Area Disp 07-09.Doc

Bidder's References

References: All interested bidders shall provide the names, complete addresses, contact names, and phone numbers of **at least three (3)** governmental or commercial accounts with similar waste collection needs presently being serviced by the interested bidder. Do not include McLean County.

- 1. Company: McLean County Unit 5 Schools  
 Address: 1809 W. Hovey Ave Normal IL 61761  
 Contact Name: Jeff Monahan Phone: (309) 862-5043
- 2. Company: Bloomington Public Schools  
 300 E. Monroe  
 Address: P.O. Box 249 Bloomington IL 61702-0249  
 Contact Name: Colin Manahan Phone: (309) 827-6031
- 3. Company: I.S.U.  
 Address: Campus Box 1220 Normal, IL 61761-1220  
 Contact Name: Linda Bagby Phone: (309) 438-7611

Allied Waste Services 2112 W. Washington St. Bloomington IL 61704  
Bidder's Company Name and Address (309) 827-8631

Daniel J. Winters  
Contact Name

General Manager  
Title

DJ Winters 6-8-06  
Signature (required) Date

Note: The above signature explicitly grants permission to McLean County to contact the above listed references. By the above signature the person signing this document ensures McLean County that the signer has been granted the authority to sign and submit bid documents on behalf of the interested bidder's firm.

County of McLean, Illinois

Bid Form for

**Proposal 1A**

Refuse Collection at Law and Justice Center

Instruction to Bidders: All bids submitted must be on these forms. Bids shall include a breakdown where requested, showing the allocation to each type of collection service. Specifications for refuse collection for the Law and Justice Center under this bid cover the following areas:

**Collection**

The Contractor offers to collect refuse as per specifications contained herein, payable in equal monthly installments by McLean County, to be broken down as follows:

**Basic Service**

**Total Cost: 1/1/2007 To 12/31/2009**

The Contractor agrees to offer refuse collection and disposal at the Law and Justice Center as per specifications (see Exhibit A):

\$ 11,412.<sup>00</sup>  
(total cost for three years)

Total cost for three years divided by 36 months:

\$ 317.<sup>00</sup>  
(per month)

County of McLean, Illinois

Bid Form For

**Proposal 4**

Refuse Collection at County Highway

Instructions to Bidders: All bids submitted must be on these forms. Bids must include a breakdown where requested, showing the allocation to each type of collection service. Specifications for the refuse collection at the Highway Department under this bid cover the following areas:

**Collection**

The Contractor offers to collect refuse at County Highway as per specifications contained herein, payable in equal monthly installments by McLean County to be broken down as follows:

**Basic Service**

**Total Cost - 1/1/2007 To 12/31/2009**

The Contractor agrees to offer refuse collection and disposal at County Highway as per specifications (see Exhibit A):

\$ 2,160.<sup>00</sup>  
(total cost for three years)

Total costs for three years divided by 36 months:

\$ 60.<sup>00</sup>  
(per month)

County of McLean, Illinois

Bid Form For

Proposal 5

Refuse Collection at COMLARA Park

Instructions to Bidders: All bids submitted must be on these forms. Bids must include a breakdown where requested, showing the allocation to each type of collection service. Specifications for the refuse collection services at COMLARA Park under this bid cover the following areas:

**Collection**

The Contractor offers to collect refuse as per specifications contained herein, payable in equal monthly installments by McLean County, to be broken down as follows:

**Basic Service**

**Total Cost - 1/1/2007 To 12/31/2009**

The Contractor agrees to offer refuse collection and disposal at the COMLARA Park as per specifications (see Exhibit A):

\$ 13,860.<sup>00</sup>  
(total cost for three years)

Total cost for three years divided by 36 months:

\$ 385.<sup>00</sup>  
(per month)

County of McLean, Illinois

Bid Form For

**Proposal 8**

Refuse Collection at the McLean County Health Department

Instructions to Bidders: All bids submitted must be on these forms. Bids must include a break down where requested, showing the allocation to each type of collection service. Specifications for the refuse collection services at the Health Department under this bid cover the following areas:

**Collection**

The Contractor offers to collect refuse as per specifications contained herein, payable in equal monthly installments by McLean County, to be broken down as follows:

**Basic Service**

**Total Cost - 1/1/2007 To 12/31/2009**

The Contractor agrees to offer refuse collection and disposal the Health Department as per specifications (see Exhibit A):

\$ 6480.<sup>00</sup>  
(total cost for three years)

Total cost for three years divided by 36 months:

\$ 180.<sup>00</sup>  
(per month)



County of McLean, Illinois

Bid Form For

**Proposal 9A**

Refuse Collection at Metro McLean County Centralized  
Communications Center (MetCom)

Instructions to Bidders: All bids submitted must be on these forms. Bids must include a break down where requested, showing the allocation to each type of collection service. Specifications for the refuse collection services at MetCom under this bid cover the following areas:

**Collection**

The Contractor offers to collect refuse as per specifications contained herein, payable in equal monthly installments by McLean County, to be broken down as follows:

**Basic Service**

**Total Cost - 1/1/2007 To 12/31/2009**

The Contractor agrees to offer refuse collection and disposal at MetCom as per specifications (see Exhibit A):

\$ 3240.<sup>00</sup>  
(total cost for three years)

Total cost for three years divided by 36 months:

\$ 90.<sup>00</sup>  
(per month)



RECEIVED

JUN 09 2006

Facilities Mgt. Div.

June 9, 2006

Jack E. Moody  
Director, Facilities Management  
104 W. Front St.  
Bloomington, Illinois 61702-2400

RE: Bid: Refuse and recycling Collection Services for 2007-2009

Dear Jack,

Allied Waste Services of Bloomington respectively submits a proposal for refuse and recycling Services for 2007-2009.

Included are the following:

- Completed Bid Proposal
- List of equipment (vehicles) to be utilized for stated services
- Copy of Certificate of Insurance
- Completed list of 3 governmental references
- Pricing for 15 cubic yard special event container @ Comlara Park

Allied Waste Services proposes to provide services with the following equipment inventoried in our fleet.

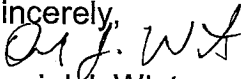
|    | <u>Make</u> | <u>Model</u> | <u>Year</u> | <u>Type</u> | <u>Quality</u> |
|----|-------------|--------------|-------------|-------------|----------------|
| 1. | Mack        | MR688        | 2006        | Front Load  | Good/New       |
| 2. | Mack        | LE613        | 2006        | Rear Load   | Good/New       |
| 3. | Mack        | Granit       | 2006        | Roll Off    | Good/New       |

Additional pricing for Comlara Park 15 cubic yard special event container will be at the rate of \$245.00 per dump.

Please feel free to contact me if you have any questions or comments regarding the submitted information.

During your analysis please take into consideration all of this waste will be disposed at the McLean County Landfill. This will in turn support the fees associated with the McLean County Host Agreement.

Thank you, for the opportunity to provide proposed pricing for the McLean County Government Facilities.

Sincerely,  
  
Daniel J. Winters  
General Manager

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE  
05/16/2006

|  |  |   |              |
|--|--|---|--------------|
| <b>PRODUCER</b><br><br>877-945-7378<br><br>Willis North America, Inc.<br>26 Century Blvd.<br>P. O. Box 305191<br>Nashville, TN 372305191                   |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |              |
| <b>INSURED</b><br><br>Allied Waste North America, Inc.<br>(Named Insd. Cont. Below)<br>15880 N. Greenway-Hayden<br>Loop, Suite 100<br>Scottsdale, AZ 85260 |  | <b>INSURERS AFFORDING COVERAGE</b>  | <b>NAIC#</b> |
|  |  | INSURER A: American Home Assurance Company  | 19380-004    |
|  |  | INSURER B: Illinois National Ins. Co.   | 23817-002    |
|  |  | INSURER C: American Home Assurance Company  | 19380-005    |
|  |  | INSURER D: Ins. Co. of the State of PA  | 19429-000    |
|  |  | INSURER E:  |              |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|----------------|-------|---|---------------|----------------------------------|-----------------------------------|---|
| A              | X     | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | GL5752016     | 1/1/2006                         | 1/1/2007                          | EACH OCCURRENCE \$ 2,500,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 2,500,000<br>GENERAL AGGREGATE \$ 10,000,000<br>PRODUCTS - COMP/OP AGG \$ 5,000,000 |
|                |       | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                                    |               |                                  |                                   |   |
| B              | X     | AUTOMOBILE LIABILITY  | CA5887317     | 1/1/2006                         | 1/1/2007                          | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000  |
| C              | X     | <input checked="" type="checkbox"/> ANY AUTO  | CA5887316     | 1/1/2006                         | 1/1/2007                          |   |
| A              | X     | ALL OWNED AUTOS   | CA5887315     | 1/1/2006                         | 1/1/2007                          | BODILY INJURY (Per person) \$   |
| A              | X     | SCHEDULED AUTOS   | CA5887314     | 1/1/2006                         | 1/1/2007                          | BODILY INJURY (Per accident) \$   |
|                |       | HIRED AUTOS   |               |                                  |                                   | PROPERTY DAMAGE (Per accident) \$   |
|                |       | NON-OWNED AUTOS   |               |                                  |                                   |   |
|                |       | GARAGE LIABILITY  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$  |
|                |       | ANY AUTO  |               |                                  |                                   | OTHER THAN EA ACC AGG \$  |
|                |       | EXCESS LIABILITY  |               |                                  |                                   | EACH OCCURRENCE \$  |
|                |       | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE   |               |                                  |                                   | AGGREGATE \$  |
|                |       | DEDUCTIBLE  |               |                                  |                                   | \$  |
|                |       | RETENTION \$  |               |                                  |                                   | \$  |
| B              |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | WC6610862     | 1/1/2006                         | 1/1/2007                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER  |
| D              |       | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?   | WC6610864     | 1/1/2006                         | 1/1/2007                          | E.L. EACH ACCIDENT \$ 1,000,000   |
| A              |       | If yes, describe under SPECIAL PROVISIONS below   | WC6610861     | 1/1/2006                         | 1/1/2007                          | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000   |
| A              |       | OTHER   | WC6610860     | 1/1/2006                         | 1/1/2007                          | E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| A              |       | Workers Compensation  | WC6610863     | 1/1/2006                         | 1/1/2007                          | \$1,000,000 Each Accident<br>\$1,000,000 Disease Policy Limit<br>\$1,000,000 Limit Each Employee  |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 DIV # 368 - Named Insured Includes Allied Waste Services of Bloomington

## CERTIFICATE HOLDER

## CANCELLATION Statutory Notice for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*John B. Jacobs*

## CONTRACT FOR REFUSE COLLECTION SERVICES

This CONTRACT entered into this 18th day of July, 2006, by and between the County of McLean, a body corporate and politic (hereinafter "COUNTY"), and Allied Waste Services, 2112 W. Washington Street, Bloomington, Illinois 61704 (hereinafter "ALLIED"), pursuant to the following terms and conditions.

1. ALLIED is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as the manner and means of performing the services and obligations of this contract are accomplished. However, COUNTY reserves the right to inspect ALLIED'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. ALLIED is obligated to furnish at its own expense all the necessary labor, tools, supplies, and materials.
2. ALLIED shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.  
  
ALLIED shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of ALLIED'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of ALLIED or any subcontractor for any payments under any worker's compensation insurance carried on behalf of ALLIED or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.
3. ALLIED shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.
4. The initial term of this contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2007, and terminate at 12:59 p.m. on December 31, 2009.
5. ALLIED shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:

- {a} Comprehensive General Liability Insurance including Contractual Liability (which insures ALLIED 'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
- {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
- {c} Worker's Compensation Insurance in accordance with Illinois law.
- {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

ALLIED shall provide COUNTY a Certificate of Insurance in a form acceptable to COUNTY and executed by insurance companies admitted to conduct business in the state of Illinois and shall be filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to ALLIED". In addition, said certificates shall list "the County of McLean, and its officers, agents and employees as additional insured on all required insurance policies".

6. ALLIED shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

8. ALLIED shall perform duties of refuse collection services at the following COUNTY facilities, as specified in the original bid specifications, and ALLIED 'S bid proposal(s) publicly open on Friday, June 9, 2006, for the contract period of January 1, 2007, to December 31, 2009, for the below total fees to be paid in 36 equal installments (1/36 of each total fee) to be paid on a monthly basis to ALLIED by COUNTY.

| <u>County Facility:</u>    | <u>Total Fee - Three (3) Years:</u> | <u>Monthly Payment:</u> |
|----------------------------|-------------------------------------|-------------------------|
| Law and Justice Center     | \$11,412.00 (Bid Proposal 1A)       | \$317.00                |
| County Highway Department  | \$2,160.00 (Bid Proposal 4)         | \$60.00                 |
| McLean County Health Dept. | \$6,480.00 (Bid Proposal 8)         | \$180.00                |
| MetCom                     | \$3,240.00 (Bid Proposal 9A)        | \$90.00                 |

**Page three**

9. ALLIED warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for shall be free from defects and ALLIED shall promptly repair or replace any items which are defective during the term of this Contract.

10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.

11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.

13. This Contract may not be assigned or subcontracted by ALLIED to any person or entity without the express written consent of COUNTY.

14. COUNTY shall have the option to renew the Contract for another three (3) years. If COUNTY exercises this option, it will so advise ALLIED at least ninety (90) days prior to the expiration of the Contract. Any change in the Contract terms may be negotiated thereafter.

15. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

16. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

17. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto. COUNTY shall not be liable to ALLIED for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted and approved by COUNTY in a writing approved by and signed by a person with lawful authority by COUNTY to execute such writing.

18. All necessary and ordinary written communications, submittals, approvals, requests, invoices, and notices related to this Contract shall be submitted to:

**If to COUNTY:** Phone: (309) 888-5192  
Director, Facilities Management  
McLean County  
104 W. Front Street  
Bloomington, Illinois 61702-2400

**Page four**

**If to ALLIED:** Phone: (309) 827-8631  
General Manager  
Allied Waste Services  
2112 W. Washington Street  
Bloomington, Illinois 61704

19. Parties agree that the foregoing and the attached document(s) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 18th day of July, 2006.

**Approved:**

\_\_\_\_\_  
Michael F. Sweeney, Chairman of the  
McLean County Board

**Attest:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board

**Approved:**

\_\_\_\_\_  
Authorized Representative  
Allied Waste Services

**Attest:**

\_\_\_\_\_  
Secretary of Allied Waste Services

Trash Contract Allied 07-09.Doc

Bidder's References

Facilities Mgt. Div.

References: All interested bidders shall provide the names, complete addresses, contact names, and phone numbers of **at least three (3)** governmental or commercial accounts with similar waste collection needs presently being serviced by the interested bidder. Do not include McLean County.

1. Company:

"See attached reference"

Address:

Contact Name:

Phone:

2. Company:

Address:

Contact Name:

Phone:

3. Company:

Address:

Contact Name:

Phone:

Midwest Fiber 422 white oak Rd, Normal, IL 61761  
Bidder's Company Name and Address

Todd Shumaker  
Contact Name

Sales  
Title

Todd Sh 6-8-06  
Signature (required) Date

Note: The above signature explicitly grants permission to McLean County to contact the above listed references. By the above signature the person signing this document ensures McLean County that the signer has been granted the authority to sign and submit bid documents on behalf of the interested bidder's firm.





# MIDWEST FIBER INC.

422 WHITE OAK RD.  
NORMAL, IL 61761  
309-452-0064  
FAX 309-452-9520

1. St. Joseph Medical Center  
2200 E. Washington St  
Bloomington, IL 61701  
Kevin Kennell 662-3311 ext 4030
2. Peoria County Administration  
324 Main Street  
Peoria, IL 61602  
Karen Raithel 309-672-6932
3. Siemens Building Technologies  
2012 W. College Suite 124  
Normal, Il 61761  
Stephanie Carron 454-8992

County of McLean, Illinois

Bid Form For

**Proposal 1B**

Recycling Collection and Cart Rental at the Law and Justice Center

Instructions to Bidders: All bids submitted must be on these forms. Bids must include a breakdown where requested, showing the allocation to each type of collection service. Specifications for recycling services for the Law and Justice Center under this bid cover the following areas:

**Collection**

The Contractor offers to collect recyclables as per specifications contained herein payable in equal monthly installments by McLean County, to be broken down as follows:

**Basic Services**

**Total Cost - 1/1/2007 To 12/31/2009**

The Contractor agrees to offer recycling collection for mixed office paper at the Law and Justice Center as per specifications (see Exhibit A):

\$ 1980  
(total cost for three years)

The Contractor agrees to provide recycling carts for mixed office paper at the Law and Justice Center as per specifications (see Exhibit A):

\$ 0  
(total cost for three years)

Total costs for three years (above 2 numbers) divided by 36 months:

\$ 55  
(per month)

County of McLean, Illinois

Bid Form For

**Proposal 7B**

Recycling Collection and Cart Rental at Juvenile Detention Center

Instructions to Bidders: All bids submitted must be on these forms. Bids must include a break down where requested, showing the allocation to each type of collection service. Specifications for recycling services for Juvenile Detention Center under this bid cover the following areas:

**Collection**

The Contractor offers to collect recyclables as per specifications contained herein, payable in equal monthly installments by McLean County, to be broken down as follows:

**Basic Service**

**Total Cost - 1/1/2007 To 12/31/2009**

The Contractor agrees to offer recycling collection for mixed office paper at the McLean County Juvenile Detention Center as per specifications (see Exhibit A):

\$ 990  
(total cost for three years)

The Contractor agrees to provide recycling cart for mixed office paper at the McLean County Juvenile Detention Center as per specifications for (see Exhibit A):

\$ 0  
(total cost for three years)

Total costs for three years (above 2 numbers)  
divided by 36 months:

\$ 27.50  
(per month)

County of McLean, Illinois

Bid Form For

**Proposal 9B**

Recycling Collection and Cart Rental at Metro McLean County  
Centralized Communications Center (MetCom)

Instructions to Bidders: All bids submitted must be on these forms. Bids must include a break down where requested, showing the allocation to each type of collection service. Specifications for the and recycling collection services to be acquired by MetCom under this bid cover the following areas:

**Collection**

The Contractor offers to collect recyclables as per specifications contained herein, payable in equal monthly installments by McLean County, to be broken down as follows:

**Basic Services**

**Total Cost - 1/1/2007 To 12/31/2009**

The Contractor agrees to offer recycling collection for mixed office paper at MetCom as per specifications (see Exhibit A):

\$ 990  
(total cost for three years)

Total cost for three years divided by 36 months:

\$ 27.50  
(per month)



# MIDWEST FIBER INC.

422 WHITE OAK RD.  
NORMAL, IL 61761  
309-452-0064  
FAX 309-452-9520

Equipment to be used to service this contract

1. Midwest Fiber will use a 2005 International Truck with a Leach Packer Body to collect the mixed office waste at all locations. The truck is in like new condition.
2. Midwest Fiber will provide 96 gallon two wheel carts manufactured by Schaeffer Company for the storage of office paper.

|   |  |   |                               |
|---|--|---|-------------------------------|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>   |  | CSR DS<br>DECAT-2   | DATE (MM/DD/YYYY)<br>05/31/06 |
| PRODUCER<br>Heiser Insurance Agency, Inc.<br>133 S. Main Street, PO Box 397<br>Morton IL 61550<br>Phone: 309-263-8431 Fax: 309-263-8433                       |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                               |
| INSURED   |  | INSURERS AFFORDING COVERAGE   | NAIC #                        |
| Decatur Recycle Paper Co.;<br>Shumaker Properties, LLC;<br>Midwest Fiber, Inc. and<br>Confidential On-Site Shredding<br>1902 N. Water St.<br>Decatur IL 62526 |  | INSURER A: CINCINNATI INSURANCE CO.   | 10677                         |
|   |  | INSURER B:  |                               |
|   |  | INSURER C:  |                               |
|   |  | INSURER D:  |                               |
|   |  | INSURER E:  |                               |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR  | INSRD | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |   |
|---|-------|--|---------------|----------------------------------|-----------------------------------|--|---|
| A   |       | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  | CPP0919524    | 04/01/06                         | 04/01/07                          | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/PROP AGG \$ 2,000,000 |   |
| GEN'L AGGREGATE LIMIT APPLIES PER:  |       |  |               |                                  |                                   |  |   |
|   |       | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC   |               |                                  |                                   |  |   |
| A   |       | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS | CPA0919524    | 04/01/06                         | 04/01/07                          | COMBINED SINGLE LIMIT (Ea accident) \$ 500,000<br>ECDILY INJURY (Per person) \$<br>ECDILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |   |
|   |       | GARAGE LIABILITY<br>ANY AUTO   |               |                                  |                                   |  | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$ |
| A   |       | EXCESS/UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 0                                      | CPP0919524    | 04/01/06                         | 04/01/07                          | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$<br>\$<br>\$   |   |
|   |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  |               |                                  |                                   | WC STATUTORY LIMITS   OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |   |
|   |       | OTHER  |               |                                  |                                   |  |   |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS |       |  |               |                                  |                                   |  |   |

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>WAMAIL5 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE: <i>[Signature]</i><br>Doug Robinson, Jr., CIC |
|--|--|

|   |  |   |                               |
|---|--|---|-------------------------------|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>   |  | OP ID <sup>TM</sup><br>DEC2005  | DATE (MM/DD/YYYY)<br>06/01/06 |
| PRODUCER<br><br><b>J.L. Hubbard Insurance &amp; Bonds</b><br>1090 South Route 51, PO Box 14<br>Forsyth IL 62535-0014<br>Phone: 217-877-3344 Fax: 217-877-0795 |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                               |
| INSURED   |  | INSURERS AFFORDING COVERAGE   | NAIC #                        |
| Decatur Recycle Paper, Inc<br>Midwest Fiber, Inc<br>Confidential On-Site Paper Shredding<br>1902 North Water Street<br>Decatur IL 62526                       |  | INSURER A: Accident Fund Insurance Co.  |                               |
|   |  | INSURER B:  |                               |
|   |  | INSURER C:  |                               |
|   |  | INSURER D:  |                               |
|   |  | INSURER E:  |                               |

**COVERAGES**

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| INSR | ADD'L | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|------|-------|---|---------------|----------------------------------|-----------------------------------|--|
|      |       | GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                  |                                   | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$                         |
|      |       | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|      |       | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$  |
|      |       | EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE<br>RETENTION \$  |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$   |
| A    |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER  | WCV6004428    | 02/01/06                         | 02/01/07                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**For All Work**

|   |  |
|---|--|
| CERTIFICATE HOLDER<br><br>_____ DEC2114 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HDLDR NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br>Kevin J. Breheny <i>Kevin J. Breheny</i> |
|---|--|

## CONTRACT FOR RECYCLE COLLECTION SERVICES

This CONTRACT entered into this 18th day of July, 2006, by and between the County of McLean, a body corporate and politic (hereinafter "COUNTY"), and Midwest Fiber, 422 White Oak Road, Normal, Illinois 61761 (hereinafter "MIDWEST" ), pursuant to the following terms and conditions.

1. MIDWEST is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as the manner and means of performing the services and obligations of this contract are accomplished. However, COUNTY reserves the right to inspect MIDWEST 'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. MIDWEST is obligated to furnish at its own expense all the necessary labor, tools, supplies, and materials.

2. MIDWEST shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

MIDWEST shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of MIDWEST 'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of MIDWEST or any subcontractor for any payments under any worker's compensation insurance carried on behalf of MIDWEST or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

3. MIDWEST shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.

4. The initial term of this contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2007, and terminate at 12:59 p.m. on December 31, 2009.

5. MIDWEST shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:



- {a} Comprehensive General Liability Insurance including Contractual Liability (which insures MIDWEST 'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
- {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
- {c} Worker's Compensation Insurance in accordance with Illinois law.
- {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence,

MIDWEST shall provide COUNTY a Certificate of Insurance in a form acceptable to COUNTY and executed by insurance companies admitted to conduct business in the state of Illinois and shall be filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to MIDWEST". In addition, said certificates shall list "the County of McLean, and its officers, agents and employees as additional insured on all required insurance policies".

6. MIDWEST shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

8. MIDWEST shall perform duties of refuse collection services at the following COUNTY facilities, as specified in the original bid specifications, and MIDWEST 'S bid proposal(s) publicly open on Friday, June 9, 2006, for the contract period of January 1, 2007, to December 31, 2009, for the below total fees to be paid in 36 equal installments (1/36 of each total fee) to be paid on a monthly basis to MIDWEST by COUNTY.

| <u>County Facility:</u>   | <u>Total Fee - Three (3) Years:</u> | <u>Monthly Payment:</u> |
|---------------------------|-------------------------------------|-------------------------|
| Law and Justice Center    | \$1,980.00 (Bid Proposal 1B)        | \$55.00                 |
| Juvenile Detention Center | \$990.00 (Bid Proposal 7B)          | \$27.50                 |
| MetCom                    | \$990.00 (Bid Proposal 9B)          | \$27.50                 |

**Page three**

9. MIDWEST warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for shall be free from defects and MIDWEST shall promptly repair or replace any items which are defective during the term of this Contract.

10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.

11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.

13. This Contract may not be assigned or subcontracted by MIDWEST to any person or entity without the express written consent of COUNTY.

14. COUNTY shall have the option to renew the Contract for another three (3) years. If COUNTY exercises this option, it will so advise MIDWEST at least ninety (90) days prior to the expiration of the Contract. Any change in the Contract terms may be negotiated thereafter.

15. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

16. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

17. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto. COUNTY shall not be liable to MIDWEST for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted and approved by COUNTY in a writing approved by and signed by a person with lawful authority by COUNTY to execute such writing.

18. All necessary and ordinary written communications, submittals, approvals, requests, invoices, and notices related to this Contract shall be submitted to:

**If to COUNTY:** Phone: (309) 888-5192  
Director, Facilities Management  
McLean County  
104 W. Front Street  
Bloomington, Illinois 61702-2400

**Page four**

**If to MIDWEST:** Phone: (309) 452-0064

General Manager

Midwest Fiber

422 White Oak Road

Normal, Illinois 61761

19. Parties agree that the foregoing and the attached document(s) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 18th day of July, 2006.

**Approved:**

\_\_\_\_\_  
Michael F. Sweeney, Chairman of the  
McLean County Board

**Attest:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board

**Approved:**

\_\_\_\_\_  
Authorized Representative  
Midwest Fiber

**Attest:**

\_\_\_\_\_  
Secretary of MIDWEST Fiber

Trash Contract Midwest 07-09.Doc



**Facilities Management**

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4201 FAX [jack.moody@mcleancountyil.gov](mailto:jack.moody@mcleancountyil.gov)

---

To: The Honorable Chairman and Members of the Property Committee  
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*  
Director, Facilities Management

Date: June 13, 2006

Subj: **2006 NACo Achievement Award**

We are very pleased to inform that McLean County is the recipient of a **2006 National Association of Counties (NACo) Achievement Award** for the project entitled "Restoration of Dome and Roof – Old McLean County Courthouse".

Enclosed please find a copy of the NACo award letter, a copy of the Achievement Award, and the invitation to attend the awards presentation to be held on Sunday, August 6, 2006, at 3:30 p.m. at Lakeside Center - McCormick Place, Room E451a, 2301 S. Lakeshore Drive, Chicago, Illinois.

We request, if convenient, that a member of the McLean County Board who is planning to attend the 2006 NACo Conference to be held in August in Chicago, may be available to represent McLean County at the presentation.

Thank you.

JEM:  
enclosures

June 8, 2006

Jack E. Moody, CFM  
Director, Facilities Management  
McLean County  
Facilities Management  
McLean County 104 West Front Street, P.O. Box 2400  
Bloomington, IL 61702

**RECEIVED**

JUN 13 2006

Facilities Mgt. Div.

Dear Jack E.:

Congratulations! I am pleased to announce that your county has been awarded a 2006 NACo Achievement Award for the program entitled, *Restoration of Dome and Roof-Old McLean County Courthouse*. In this 37th year of the Achievement Award program, NACo is extremely pleased with the high caliber of county programs and projects. NACo is proud to confer this award and recognize your county's hard work to promote responsible, responsive, and effective county government.

NACo greatly appreciates your county's participation in our Achievement Award program. In addition to giving us an opportunity to formally recognize effective and creative programs, this program enhances our awareness of county activities and allows us to share valuable information with other counties throughout the nation.

As you may know, NACo recognizes award winners in several ways. A list of winning programs will be available via NACo's website at <http://www.naco.org>. Summaries of award winning programs will be included in our Model Programs database which can be reached from the Model Programs link on the left menu of the home page. In addition, over the next several months, selections of award winning programs will be highlighted in a *County News, Focus on Achievement* column.

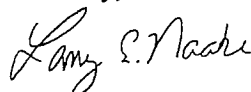
We also offer a variety of commemorative items to help your county and the winning programs' employees celebrate its winning efforts. A website has been created for Achievement Award winners at [www.easttowest.com](http://www.easttowest.com). Please click on the NACo wave for access to the store.

This year, NACo will host the 10<sup>th</sup> Annual Awards Reception during our 2006 Annual Conference in Cook County, Illinois. This reception is scheduled for Sunday, August 6, 2006, 3:30 pm – 5:00 pm in Room E451A of the Lakeside Center at McCormick Place located at 2301 S. Lakeshore Drive, Chicago, Ill. During this ceremony, Achievement Award winners will be collectively recognized and there will be an opportunity for you or your representative to have a photo taken with a NACo official. We hope you will be able to attend. Enclosed is your official invitation to the reception. Please RSVP to Patrick Podesta at 202.661.8801 or email at [ppodesta@naco.org](mailto:ppodesta@naco.org) by July 7, if you plan to join us.

Questions concerning the award program may be directed to Christina Crayton, research associate or Jacqueline Byers, director of research at 202.942.4228 or 202.942.4285, respectively.

Congratulations on your county's accomplishment!

Sincerely,



Larry Naake  
Executive Director

**Enclosures**  
440 First Street, NW  
Washington, DC 20001-2080  
202/393-6226  
Fax 202/393-2630  
[www.naco.org](http://www.naco.org)



# 2006 Achievement Award Winner

This Award is presented to

*McLean County, IL*

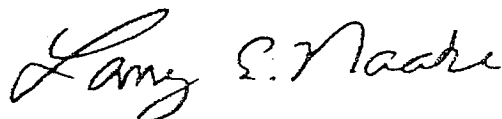
for its program

*Restoration of Dome and Roof-Old  
McLean County Courthouse*

in recognition of an innovative program  
which contributes to and enhances county government  
in the United States.



Bill Hansell  
President



Larry E. Naake  
Executive Director



**DEPARTMENT OF PARKS AND RECREATION**  
 (309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov  
 13001 Recreation Area Dr. Hudson. IL 61748-7594

TO: Honorable Chairman & Members, Property Committee  
 FROM: Bill Wasson, Director of Parks and Recreation  
 DATE: 06/29/06  
 RE: Recommendation to Reject Bid for Refuse Disposal Contract

The Department of Parks and Recreation has reviewed the recently received bid for refuse removal at COMLARA County Park for 2007-2009. Goals of the Department review included identifying opportunities to reduce costs of refuse removal over the period of the contract, increasing flexibility, insuring public sanitation and increasing the capacity for refuse, due to increasing utilization of county parks.

After reviewing options for in-house operations, the Department recommends the rejection of the bid for contractual refuse removal by Allied Waste and the implementation of an in-house refuse removal program. This program would allow for a larger capacity primary dumpster and a secondary dumpster to be purchased by the Department. The program would have a pay back period of 4 years with the additional dumpster capacity recommended by the Department to meet increasing usage. This capacity should be sufficient for the 4 year pay back period on capital equipment.

County Parks & Recreation In-House Disposal Proposal

|                                  | Initial Year Cost | Year 2      | Year 3      | Year 4      | Total           |
|----------------------------------|-------------------|-------------|-------------|-------------|-----------------|
| Roll-off Trailer –               | \$17,000          |             |             |             |                 |
| 21 cubic yd covered container -  | 4,000             |             |             |             |                 |
| 15 cubic yd open container-      | 2,500             |             |             |             |                 |
| Fuel (30 mi @ 10mpg/\$3.00 gal)  | 500               | 550         | 600         | 700         |                 |
| Man-power (PT 375 hours)         | 3,500             | 3600        | 3700        | 3750        |                 |
| Tipping fees (based on 52 trips) | <u>3,600</u>      | <u>3700</u> | <u>3750</u> | <u>3850</u> |                 |
|                                  | \$31,100          | 7850        | 8050        | 8300        | <u>\$55,300</u> |

Contract bid (52 trips- 15 yd con) \$13,860 13,860 13860 13860\* \$55,440

\*bid is for 3 years, fourth year projected at current bid for comparison

Trailer mechanical life is projected at minimum 10 years prior to need for lift engine replacement, based upon other governmental agency experience.

City of Bloomington Public Service has expressed willingness to include the County Dept. of Parks and Recreation in solid waste tipping fee contract to be negotiated in 2007. This would reduce our tipping fee by approximately 50%, based upon their current contract and should lock us into a reasonable tipping cost for future operations.

Department staff are currently filling a 15 cubic yd container once weekly by Thursday with day use refuse collection during summer season. Container is emptied on Friday morning and weekend use again fills the dumpster and is picked up on Monday. Weekend day use containers must be held until the following Monday. If weather conditions require changes in maintenance scheduling, current usage creates issues with dumpster capacity or requires the delay of other outdoor maintenance tasks. The Department projects that a 15 yard dumpster shall be insufficient for usage after this year, due to increasing usage at COMLARA County Park facilities.





**DEPARTMENT OF PARKS AND RECREATION**  
 (309)726-2022 FAX (309)726-2025 www.mclean.gov  
 13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 06/24/06

RE: General Report

**Parks Usage – YTD as of 06/24/06**

|                       | <b>2006</b> | 2005 | 2004 | 2003 | 2002 | 2001 | 2000 | 1999 |
|-----------------------|-------------|------|------|------|------|------|------|------|
| <u>Camping Nights</u> | <b>3379</b> | 3113 | 3119 | 3374 | 2955 | 3350 | 2966 | 3042 |

Watercraft Registration

|        |             |     |     |     |      |      |     |      |
|--------|-------------|-----|-----|-----|------|------|-----|------|
| Annual | <b>1206</b> | 967 | 794 | 813 | 1086 | 1132 | 926 | 1216 |
| Daily  | <b>289</b>  | 161 | 142 | 159 | 200  | 253  | 158 | 225  |

Boat Rental

|                   |            |     |     |     |     |     |     |     |
|-------------------|------------|-----|-----|-----|-----|-----|-----|-----|
| ½ hour Paddleboat | <b>159</b> | 194 | 251 | 293 | 244 | 127 | 199 | 253 |
| Hourly Canoe      | <b>145</b> | 127 | 117 | 181 | 183 | 107 | 201 | 236 |
| Rowboat           | <b>83</b>  | 85  | 50  | 89  | 101 | 75  | 96  | 132 |
| Sailboat          | <b>1</b>   | 13  | 10  | 12  | 11  | 25  | 25  | 36  |
| Daily Canoe       | <b>36</b>  | 31  | 33  | 43  | 43  | 32  | 33  | 41  |
| Rowboat           | <b>77</b>  | 58  | 86  | 98  | 73  | 45  | 37  | 80  |

|                              |           |    |    |    |    |    |    |    |
|------------------------------|-----------|----|----|----|----|----|----|----|
| <u>Shelters Reservations</u> | <b>52</b> | 66 | 51 | 45 | 47 | 48 | 44 | 42 |
|------------------------------|-----------|----|----|----|----|----|----|----|

Equine Registrations

|                    |           |    |   |   |    |    |    |   |
|--------------------|-----------|----|---|---|----|----|----|---|
| Daily              | <b>41</b> | 74 | 7 | 5 | 45 | 60 | 90 | 1 |
| Family             | <b>3</b>  | 1  | 1 | 1 | 1  | 1  |    |   |
| Individual -Annual | <b>8</b>  | 3  | 2 | 5 | 2  | 5  | 1  | 2 |

Additional County Parks Activities

|   |                             |              |     |
|---|-----------------------------|--------------|-----|
| June 3                                  | Lake Fest Conservation Day: | Attendance   | 500 |
| June 12-24                              | Cub Scout Day Camp          | Participants | 375 |
| June 14                                 | Bloomington P/R Day Camp    | Participants | 119 |
| June 17                                 | Beach Blow-out Activity     | Attendance   | 408 |
| June 19                                 | Normal P/R Day Camp         | Participants | 25  |
| June 20                                 | Normal P/R Day Camp         | Participants | 25  |
| June 19-23                              | Normal P/R Ecology Camp     | Participants | 25  |
| 3 Fishing Tournaments at Evergreen Lake |                             |              |     |