COMBINED Claims Listing Description Date Budget
04/27/17 04/27/17 REPORTS 04/27/17
PHONE CHARGERS 04/27/17 GRANT LEGAL AD 04/27/17
WEDDING AD-3/2017 04/27/17
SPRINKLER, HOSE 04/27/17 SHOP SUPPLIES 04/27/17
ALARM MONITORING 04/27/17 BARN SUPPLIES 04/27/17
FILTERS, BLADE 04/27/17
EL SEC DEP RETURN 04/27/17 SECURITY DEPOSIT RET 04/27/17

frmPrtClaim	laim Kendall County		COMBINED Claims Listing	Listing			04/24/17 12:56	12:56:21 PM	Page 011	
Vendor#	Name	Invoice #	Description	Date	Budget #	Account I	Account Description	Dist Amount		
	HOOVER									
197 140937 198 140937 199 140937	NICOR NICOR NICOR	04/11/17-MAINT 04/11/17-HOUSE 04/11/17-HO	HO MAINT, BLDG HO HOUSE MEADOWHAWK LODGE	04/27/17 04/27/17 04/27/17	27022006860 27022006860 27022006860	HOOVER - HOOVER -	GAS GAS GAS	28.71 50.19 21.58	bantrim bantrim bantrim	
	NICOR NICOR	04/12/1/-KING 04/12/17-BLAZIN 04/12/17-ROOK 04/12/17-BASE	KINGFISHER BLAZING STAR ROOKERY BLDG. HO BASE HOUSE	04/27/17 04/27/17 04/27/17 04/27/17	27022006860 27022006860 27022006860 27022006860	HOOVER - HOOVER - HOOVER -	gas gas gas gas	62.93 41.58 82.37 3.19 290.55	bantrim bantrim bantrim bantrim	
204 031510 205 031510 206 031510	COMMONWEALTH EDISON COMMONWEALTH EDISON COMMONWEALTH EDISON	04/04/17-MULT 04/04/17-BAIH 04/04/17-HOUSE	HO MULTIPLES HO BATHHOUSE HO HOUSE	04/27/17 04/27/17 04/27/17	27022006861 27022006861 27022006861	HOOVER - HOOVER -	ELECTRIC ELECTRIC ELECTRIC	623.20 137.81 62.06 823.07*	bantrim bantrim bantrim	
207 130506	MENARDS	75512	BUILDING REPAIRS	04/27/17	27022006863	HOOVER -	SHOP SUPPLIES	315.79	bantrim *	
208 011850 209 130506	ARTLIP AND SONS INC MENARDS	0187660 75514	ML - EVAP COIL REPLA ROOKERY-AIR FILTERS	04/27/17	27022006864 27022006864	HOOVER -	BUILDING MAINTEN BUILDING MAINTEN	1,995.00 20.83 2,015.83*	bantrim bantrim	
210 230915	WIGHT	39803	WATER LEAK INVESTIGA	04/27/17	27022006866	HOOVER -	OTHER EXPENSES	1,085.99	bantrim	
211 181576 212 191534	ROBERT ROJAS JOAN SOLTWISCH	REIMB 17-00097	SECURITY DEPOSIT RET HO SEC DEP RETURN	04/27/17 04/27/17	27022007088 27022007088	HOOVER SE	SECURITY DEPOSIT R SECURITY DEPOSIT R	100.00	bantrim	
	ENV ED NATURAL BEGINNINGS				Total HOOVER	VER		4,731.23*		
213 230034	JESSICA VOSBURGH	04/7/17	PHOTOS, WOOD SHAVING	04/27/17	27023036849	ENV EDUC	- NATURAL BEGINN	29.95	bantrim	
	GROUNDS & NATURAL RESOURCES				Total ENV	ED NATURA	Total ENV ED NATURAL BEGINNINGS	29.95*		
214 012290 215 040538 216 251510	AUTOMOTIVE SPECIALTIES INC DEKANE EQUIPMENT CORP ELBURN NAPA INC	22129 RA36844 165465	'08 FORD-GAS TANK RE OIL LEAK REPAIR TRUCK-WIPER BLADES,	04/27/17 04/27/17 04/27/17	27025006216 27025006216 27025006216	EQUIP - G EQUIP - G EQUIP - G	GROUNDS & NATURAL GROUNDS & NATURAL GROUNDS & NATURAL	321.60 262.28 21.94 605.82*	bantrim bantrim bantrim	
217 022190 218 030540	BUSTED KNUCKLES LANDSCAPING CENTRAL LIMESTONE CO INC	APR 2017 9169-9170	RY TREE REMOVAL HOOVER - GRAVEL	04/27/17	27025006837 27025006837	PRESERVE	IMPROV - GR & NA IMPROV - GR & NA	200.00	bantrim bantrim	

frmPrtClaim	aim Kendall County		COMBINED Claims Listing	Listing		04/24/17 12:	12:56:21 PM	Page 012
Vendor# Name	Name	Invoice #	Description	Date	Budget #	Budget # Account Description	Dist Amount	
219 190563	SERVICE SANITATION, INC	7321353	PORTABLE RESTROOMS	04/27/17	27025006847	04/27/17 27025006847 REFUSE PICKUP - GROUNDS &	153.21	bantrim *
220 140937 NICOR	NICOR	04/11/17-HA	HARRIS	04/27/17	27025006848	04/27/17 27025006848 GAS - GROUNDS & NATURAL R	83.83	bantrim

2,121.29*

Total GROUNDS & NATURAL RESOURCES

Page 015	nt		
12:56:21 PM	Dist Amount		
04/24/17	Account Description		
	Budget #		
COMBINED Claims Listing	Date		
COMB	Description		
	Invoice #		
Kendall County	Name	FP BOND PROCEEDS 2007	
frmPrtClaim	Vendor# Na	4 4	

\$11,921.68

GRAND TOTAL

2,687.00*

Total FP BOND PROCEEDS 2007

Kendall County Forest Preserve Bid Opening

Kendall County Forest Preserve Bid Opening	1-Ton Diesel	Dump Truck w/Box, Spreader, Plow Assembly	der, Plow Assembly	(a)		April 26, 2017 10:00 am
Business / Company	Contact Info	Base Bid Completed	Spreader, Plow Assembly Specs	Form	Mild Steel Box Deduct Alternate	Monroe Spreader Deduct Alternate
No Bidders present - 1 bid received - Coffman Truck Sales	d - Coffman Truck Sales					
Coffman Truck Sales 1149 W. Lake Street, Aurora	Jerry Gerber, 630-892-7093	\$68,898.02	٨	>	\$2,410.00	\$6,356.00

Kendall County Forest Preserve

1-Ton Diesel Dump Truck w/Box, Spreader and Plow Assembly

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Votes					
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Phone Number	present at the				
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	27				
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Business	persons were	Jants			
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		Re			
Name	,				

Closing Date: Wednesday, April 26, 2017 - 10:00 am



KENDALL COUNTY FOREST PRESERVE DISTRICT

110 W. Madison Street * Yorkville, Illinois 60560 (630) 553-4131

BID FORM

RETURN WITH BID

BID OPENING: April 26, 2017 10:00 A.M.

BID SUBMITTED BY: Coffman Truck Sales

Phone (630) 842 - 1093	
Bid Prices	
1 Ton 4WD Diesel Dump Truck w/ Box, Spreader & Plow:	\$ 69,398.02
Trade-in Deduct 1991 1-Ton GMC Dump Truck:	\$ <u>69,398.02</u> (\$
TOTAL BASE BID AMOUNT	\$ 68,898.02
Total Bid Price to Supply All Equipment Specified less Trace	
TOTAL COST: \$ 68,898,02 Jus Fille/ &	cons
TOTAL COST: Sift inght thousand right huntred in (WORDS)	exit right and two cer
Mild Steel Box Deduct Alternate	(\$ <u>2410.</u> ")
Monroe Spreader Deduct Alternate	(\$ <u>2410.</u> ") (\$ <u>6356.</u> ")
Signature of Bidder	5/25/17 Date
Commercial Sale Ma	

Title

Kendall County Forest Preserve District 110 W. Madison St. Yorkville, IL 60560

Phone: (630) 553-4131

Prepared By:

administrator Coffman Truck Sales, Inc. 1149 W. Lake St.

Aurora, IL 60507 Phone: (630) 892-7093 Fax: (630) 892-3012

Email: info@coffmantrucks.com

2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

ENTERTAINMENT

- Audio system, 4.2" Diagonal Color Display, AM/FM stereo with USB port and auxiliary jack (Upgradeable to (IOB) 7" diagonal color display radio with IntelliLink.)
- · Audio system feature, 4-speaker system on Regular Cab models

EXTERIOR

- Wheels, 17" (43.2 cm) painted steel
- Tires, LT235/80R17E all-season highway
- Wheel trim, painted trim skins and painted center caps
- Bumper, front chrome
- · Grille, chrome surround
- Headlamps, high intensity discharge (HID) projector-beam with GMC signature LED lighting
- · Lamps, Smoked Amber roof marker
- · Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass
- Glass, solar absorbing, tinted
- Door handles, Black

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 487.0, Data updated 4/18/2017
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Customer File:

Kendall County Forest Preserve District 110 W. Madison St. Yorkville, IL 60560

Phone: (630) 553-4131

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2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

INTERIOR

- Seats, front 40/20/40 split-bench 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. (Requires (H2Q) vinyl interior trim or (H2R) cloth, interior trim.)
- · Seat trim, Vinyl
- Floor covering, Graphite-colored rubberized-vinyl
- · Steering column, manual Tilt-Wheel
- · Steering wheel, base
- Driver Information Center 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information
- · Door locks, power
- · Cruise control, steering wheel-mounted
- · Air conditioning, single-zone

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2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [513.0 N-m]
 @ 4200 rpm)
- Transmission, 6-speed automatic, heavy-duty electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine.)
- · Differential, heavy-duty locking rear
- · Air cleaner, high-capacity
- Transfer case, with floor-mounted shifter (Included with 4WD models only.)
- · Four wheel drive
- · Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- · Recovery hooks, front, frame-mounted, black
- Body, Chassis Cab
- · Frame, fully-boxed, hydroformed front section
- GVWR, 13,200 lbs. (5988 kg)
- Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- · Steering, Recirculating Ball with smart flow power steering system
- Fuel tank, front and rear, 63.5 gallon
- Capped Fuel Fill
- · Exhaust, aluminized stainless-steel muffler and tailpipe
- Back-up alarm calibration This calibration will allow installation of an aftermarket back up alarm.

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Kendall County Forest Preserve District 110 W. Madison St. Yorkville, IL 60560

Phone: (630) 553-4131

Prepared By:

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Phone: (630) 892-7093 Fax: (630) 892-3012

Email: info@coffmantrucks.com

2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc with dual rear wheel with DuraLife brake rotors
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, frontal, driver and right front passenger, single stage (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Air bag deactivation switch, frontal passenger-side (Included and only available with Regular Cab models.)
- Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key
 fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems
 from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to
 continue to coach your new driver

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Customer File:

Kendall County Forest Preserve District

110 W. Madison St. Yorkville, IL 60560 Phone: (630) 553-4131 Prepared By:

administrator

Coffman Truck Sales, Inc.

1149 W. Lake St. Aurora, IL 60507

Phone: (630) 892-7093 Fax: (630) 892-3012

Email: info@coffmantrucks.com

2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

Code

Description

MSRP

TK36003

2017 GMC Sierra 3500HD 4WD Reg Cab

\$37,675.00

137.5" WB, 59.06" CA

SELECTED VEHICLE COLORS - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

Code

Description

Interior: Dark Ash with Jet Black Interior Accents

Exterior 1: Summit White

Exterior 2: No color has been selected.

SELECTED OPTIONS - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

CATEGORY

Code	Description	MSRP
EMISSIONS		
NE1	EMISSIONS, CONNECTICUT, DELAWARE, MAINE, MARYLAND,	\$0.00

EMISSIONS, CONNECTICUT, DELAWARE, MAINE, MARYLAND, MASSACHUSETTS, NEW JERSEY, NEW YORK, OREGON,

PENNSYLVANIA, RHODE ISLAND, VERMONT AND WASHINGTON

STATE REQUIREMENTS

ENGINE

ENGINE, DURAMAX 6.6L TURBO DIESEL V8 B20-Diesel compatible L5P

\$9,005.00

\$0.00

(445 hp [332 kW] @ 2800 rpm, 910 lb-ft of torque [1220 Nm] @ 1600 rpm) (Requires (MW7) Allison 1000 6-speed automatic transmission, capped fuel fill and (GT4) 3.73 rear axle ratio. Includes (K40) exhaust

brake and (K05) engine block heater.)

TRANSMISSION

MW7

TRANSMISSION, ALLISON 1000 6-SPEED AUTOMATIC electronically controlled with overdrive, electronic engine grade braking and tow/haul

mode (Requires (L5P) Duramax 6.6L Turbo Diesel V8 engine.)

AXLE

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Customer File:

April 25, 2017 9:44:07 AM

Kendall County Forest Preserve District

110 W. Madison St. Yorkville, IL 60560 Phone: (630) 553-4131 Prepared By:

administrator

Coffman Truck Sales, Inc.

1149 W. Lake St. Aurora, IL 60507

Phone: (630) 892-7093 Fax: (630) 892-3012

Email: info@coffmantrucks.com

2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

CATEGORY		
Code	<u>Description</u>	MSRP
AXLE		
GT4	REAR AXLE, 3.73 RATIO (Standard with (L5P) Duramax 6.6L Turbo Diesel V8 engine. Available with (L96) Vortec 6.0L V8 SFI engine.)	\$0.00
1SA	EQUIPMENT GROUP SIERRA PREFERRED EQUIPMENT GROUP includes Standard Equipment	\$0.00
TIRES		
QZT	TIRES, LT235/80R17E ALL-TERRAIN	\$200.00
SPARE TIRE		
ZZT	TIRE, SPARE LT235/80R17E ALL-TERRAIN (Requires (QZT) LT235/80R17E all-terrain tires.)	\$380.00
PAINT SCHEM		1400 1200
ZY1	PAINT, SOLID (STD)	\$0.00
PAINT		
GAZ	SUMMIT WHITE	\$0.00
SEAT TYPE		
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. (STD) (Requires (H2Q) vinyl interior trim or (H2R) cloth, interior trim.)	\$0.00
SEAT TRIM		
H2R	DARK ASH WITH JET BLACK INTERIOR ACCENTS, CLOTH SEAT TRIM includes manually adjustable driver lumbar	\$0.00
RADIO		
103	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO with USB port and auxiliary jack (STD) (Upgradeable to (IOB) 7" diagonal color display radio with IntelliLink.)	\$0.00
ADDITIONAL E		
PCR	SIERRA CONVENIENCE PACKAGE includes (DPN) outside heated power-adjustable vertical camper mirrors, (DD8) inside rearview auto-dimming mirror and (AQQ) Remote Keyless Entry (Regular Cab also includes (A31) power windows.)	\$965.00

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Customer File:

Kendall County Forest Preserve District 110 W. Madison St. Yorkville, IL 60560

Phone: (630) 553-4131

Prepared By:

administrator

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1149 W. Lake St. Aurora, IL 60507

Phone: (630) 892-7093 Fax: (630) 892-3012

Email: info@coffmantrucks.com

2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

CATEGORY		
Code	Description	MSRP
ADDITIONAL E	EQUIPMENT	
VYU	SNOW PLOW PREP PACKAGE includes power feed for backup and roof emergency light, (KW5) 220-amp alternator with gas or diesel engine, forward lamp wiring harness, (TRW) Provision for cab roof mounted lamp/beacon, (NZZ) underbody shields and Heavy Duty Front Springs (Only available on 4WD models. Upgradeable to (KHB) dual, 150 amps and 220 amps each alternators with (L5P) Duramax 6.6L Turbo Diesel V8 engine.)	\$385.00
K05	ENGINE BLOCK HEATER (Included with (L5P) Duramax 6.6L Turbo Diesel V8 engine.)	INC
PTO	POWER TAKE OFF, ENGINE CONTROL PROVISIONS (Included and only available with (MW7) Allison 1000 6-speed automatic transmission and (L5P) Duramax 6.6L Turbo Diesel V8 engine. For details of PTO operation please see www.gmupfitter.com and reference info bulletin UI #79.)	INC
_	BATTERY, HEAVY-DUTY DUAL 730 COLD-CRANKING AMPS/70 AMP-HR, MAINTENANCE-FREE with rundown protection and retained accessory power (Included and only available with (L5P) Duramax 6.6L Turbo Diesel V8 engine.)	INC
KW5	ALTERNATOR, 220 AMPS (Included with (VYU) Snow Plow Prep Package when ordered with gas or diesel engines.)	INC
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	\$275.00
N2M	FUEL TANK, FRONT ONLY, 23.5 GALLON *CREDIT*	-\$100.00
K40	EXHAUST BRAKE (Included and only available with (L5P) Duramax 6.6L Turbo Diesel V8 engine.)	INC
RVS	LPO, BLACK TUBULAR ASSIST STEPS, 4" ROUND (dealer-installed) (Not available with (RVQ) 6" rectangular Black tubular assist steps, LPO, (VXJ) 4" round chrome tubular assist steps, LPO or (VXH) 6" rectangular chrome tubular assist steps, LPO.)	\$530.00

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Customer File:

Kendall County Forest Preserve District

110 W. Madison St. Yorkville, IL 60560 Phone: (630) 553-4131 Prepared By:

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2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

CATEGORY		
Code	Description	MSRP
ADDITIONAL I	EQUIPMENT	
V10	COVER, 1-PIECE, COVERS RADIATOR GRILLE AND FRONT BUMPER OPENINGS for diesel engines in winter weather (Requires (L5P) Duramax 6.6L Turbo Diesel V8 engine and is required on orders with "Ship To" locations within the following states: Maine, New Hampshire, Vermont, Minnesota, North Dakota, South Dakota, Montana, Alaska, Idaho, Wisconsin, Wyoming, Michigan, Colorado and New York.)	\$55.00
NZZ	UNDERBODY SHIELD frame-mounted shields, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Included with (VYU) Snow Plow Prep Package. Available on TK****3 models only.)	INC
TRW	PROVISION FOR CAB ROOF-MOUNTED LAMP/BEACON provides an instrument panel-mounted switch and electrical wiring tucked beneath the headliner for a body upfitter to connect a body-mounted warning or emergency lamp (Included with (VYU) Snow Plow Prep Package.)	INC
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL CAMPER UPPER GLASS manual-folding and extending, black. Includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass (convex glass is not heated nor is it power adjustable) and addition of Auxiliary cargo lamp for backing up (helps to see trailer when backing up with a trailer) and amber auxiliary clearance lamp (Included and only available with (PCR) Sierra Convenience Package. Includes (DD8) auto-dimming inside rearview mirror.)	INC
A31	WINDOWS, POWER with driver express up and down and express down on all other windows (On Regular Cab models, included and only available with (PCR) Sierra Convenience Package.)	INC
AQQ	REMOTE KEYLESS ENTRY (Included and only available with (PCR) Sierra Convenience Package.)	INC

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Kendall County Forest Preserve District 110 W. Madison St. Yorkville, IL 60560

Phone: (630) 553-4131

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Aurora, IL 60507 Phone: (630) 892-7093

Fax: (630) 892-3012

Email: info@coffmantrucks.com

2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

CATEGORY

Code Description **MSRP**

ADDITIONAL EQUIPMENT

9L7

UPFITTER SWITCHES (4) Provides 4-30 amp circuits to facilitate installation of aftermarket electrical accessories (With (L5P) Duramax \$125.00

6.6L Turbo Diesel V8 engine you will get 3 switches.)

DD8

MIRROR, INSIDE REARVIEW AUTO-DIMMING (Included and only

available with (PCR) Sierra Convenience Package.)

INC

OPTIONS TOTAL

\$11,820.00

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Yorkville, IL 60560 Phone: (630) 553-4131

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2017 Retail GMC Sierra 3500HD 4WD Reg Cab 137.5" WB, 59.06" CA TK36

PRICING SUMMARY

PRICING SUMMARY - 2017 Retail TK36003 4WD Reg Cab 137.5" WB, 59.06" CA

	<u>MSRP</u>
Base Price	\$37,675.00
Total Options:	\$11,820.00
Vehicle Subtotal	\$49,495.00
Advert/Adjustments	\$0.00
Destination Charge	\$1,295.00
GRAND TOTAL	\$50,790.00

Chassis Sist Price No body equipment Not selling grice

24, 976. " Sest Price (not selley price)

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> GM AutoBook, Data Version: 487.0, Data updated 4/18/2017 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved. Customer File:



QUOTATION Monroe Truck Equipment 812 Draper Avenue Joliet, IL 60432

Phone: 815-280-4237 Fax: 815-727-5429

Email: bdrews@monroetruck.com

www.monroetruck.com

Quote Number:

4BD0001558-1

Job Order Number: Quote Date:

Quote Date: 4/24/2017 Quote valid until: 5/24/2017

Terms: NET 30

Salesperson:

MARKEL, TOM

Quoted By: Bob Drews

Customer:

COFFMAN TRUCK SALES, (2058400)

1149 WEST LAKE ST

AURORA, IL 60507

Contact: JERRY GERBER

Email:

Phone: 630-892-7093

Fax: 630-906-9537

Dealer Code: 26351

Date:

AMOUNT

P.O. Number:

Accepted by:

Customer must fill out the information above before the order can be processed.

Chassis Information

Year: 2017	Make: GM	С	Model: 3500 CHA	ASSIS CAB	Chassis Color: SUMMIT	Cab Type: REGULAR
Single/Dual: DRW	CA: 60.0	CT: -1.0	Wheelbase:	Engine: DIESEL	F.O. Number #:	Vin:

Comments: KENDALL COUNTY FOREST PRESERVE (REVISED)

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

DESCRIPTION

MTE-ZEE 9', STAINLESS STEEL, 2-3 YD CAPACITY, RIGID SIDE, DUMP BODY

- 10 GA. FLOOR, 10 GA. SIDES & ENDS, 11" H SIDES, 17" H TAILGATE
- 45,000 PSI YIELD STRENGTH STAINLESS STEEL FLOOR, SIDES & ENDS
- HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW
- INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE
- WESTERN-STYLE UNDERSTRUCTURE WITH 10 GAUGE LONG-MEMBERS
- SINGLE-LEVER RELEASE, QUICK DROP TAILGATE
- LED FMVSS108 LIGHTS & REFLECTORS
- RUBBER REAR FLAPS
- UNDERCOATED

CENTRAL HYDRAULIC SCISSOR HOIST

TOWING, 2-1/2" RECEIVER IN 1/2" PLATE

- 1800 TONGUE CAPACITY / 18,000 TOWING CAPACITY
- 2" PINTLE BALL COMBO HITCH
- 7 WAY RV STYLE TRAILER PLUG
- BACK UP ALARM

HYDRAULICS:

- FAN BELT DRIVEN
- 4-BANK VALVE ASSY'
- PARKER V20, OPEN CENTER, 2500 P.S.I. PRE-SET SYSTEM RELIEF, 20 GPM CAPABLE
- DOUBLE ACTING MANUAL CONTROL HOIST SECTION WITH 500 P.S.I. DOWN PORT RELIEF
- SINGLE ACTING MANUAL CONTROL PLOW LIFT SECTION
- DOUBLE ACTING MANUAL CONTROL PLOW ANGLE SECTION

SPREADER MANIFOLD

- 12V ELECTRIC PROPORTIONAL AUGER FUNCTION W/DIN CONNECTOR, 14 GPM
- 12V ELECTRIC PROPORTIONAL SPINNER FUNCTION W/DIN CONNECTOR, 5 GPM
- STAND ALONE

HYDRAULIC RESERVOIR/ENCLOSURE

- 15 GALLON CAPACITY
- FILLER BREATHER CAP, LEVEL SIGHT GLASS, 3/4" MAGNETIC PLUG, SPIN=ON ZINGA FILTER, 10 MICRON, 60 P.S.I. CONDITION INDICATOR, RETURN LINE CHECK VALVE FOR EASE IN FILTER REPLACEMENT
- IN TANK BAFFI F
- VALVE WILL BE INSTALLED IN A WEATHER-TIGHT COMPARTMENT ON RESERVOIR
- HYDRAULIC RESERVOIR/ENCLOSURE WILL BE MOUNTED ON FRAME RAIL
- POWDER COATED BLACK

CONTROLS

DESCRIPTION

AMOUNT

- WESCON CONTROL LEVER W/MECHANICAL INTER-LOCK FOR HOIST
- GENUINE MORSE CONTROL LEVER FOR PLOW LIFT & ANGLE
- GENUINE MORSE CABLE & HOOK-UP KITS
- CONTROL STAND, POWDER COATED BLACK
- FORCE 5100EX GROUND BASE SPREADER CONTROL
- MAINTAINS CONSTANT APPLICATION BASED ON VEHICLE SPEED
- EASILY CHOOSE BETWEEN MANUAL & GROUND-BASED SPREADING APPLICATIONS
- CREATES REPEATABLE PRECISE CONTROL OF SPREADER & SPINNER SETTINGS
- INTEGRATED SPINNER/BLAST DIALS THAT PROVIDE SIMULTANEOUS SPINNER ADJUSTMENT WHILE BLAST IS ACTIVATED
- A MOMENTARY OR TIMED PREFERENCE CAN BE TAILORED FROM 1 15 SECONDS FOR THE INDIVIDUAL OPERATOR
- CURRENT COMPENSATED VALVE DRIVE OUTPUTS
- SELECTABLE VALVE DRIVE FREQUENCY
- OPERATE SPREADER STANDBY & BLAST FUNCTIONS FRONT PANEL OR OPTIONAL REMOTE SWITCH
- MANUAL RESET CIRCUIT BREAKERS
- REVERSE POLARITY & OVER-VOLTAGE PROTECTION
- COLOR CODE WIRING
- MOUNTED WITHIN EASY REACH OF OPERATOR
- HOSES & FITTINGS
- SPREADER MANIFOLD MOUNTED ON DRIVER & PASS REAR UNDER DUMP BODY

MONROE UNDER-TAILGATE, CHAIN DRIVE SPREADER (MS966-RF)

- MILD STEEL (POWDER-COATED ORANGE)
- 6" DIA. AUGER W/ REVERSE FLIGHTING FOR LEFT OF CENTER DISCHARGE
- 7 GA., 96" TROUGH W/ 1/4" END PLATES
- ONE-PIECE, REMOVABLE & HINGED, COMBINATION COVER & REAR PANEL
- HEAVY-DUTY, STEEL ROD, CAPTIVE LATCHES
- QUICK DETACH MOUNTING BRACKETS
- TAILGATE SHIELDS
- MILD STEEL SPINNER ASSEMBLY WITH POLY DISC
- LED CLEAR SPREADER LIGHT
- INSTALLED

WHELEN, TIR 3 LED STROBES MOUNTED ON FRONT GRILL

WHELEN, STOP/TURN/TAIL & AMBER STRIP LIGHTS IN STAINLESS STEEL BOXES

- INSTALLED ON OUTSIDE OF REAR PILLARS OF DUMP BODY

Quote Total: \$24,975.00

Additional Options:

DESCRIPTION

MTE-ZEE 9', MILD STEEL, 2-3 YD CAPACITY, RIGID SIDE, DUMP BODY *** IN LIEU OF S.S. BODY ***

AMOUNT (\$2,410.00) ADD TO QUOTE

- 10 GA. FLOOR, SIDES & ENDS, 11" H SIDES, 17" H TAILGATE
- 50,000 PSI YIELD STRENGTH STEEL CONSTRUCTION
- HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW \cdot
- INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE
- WESTERN-STYLE UNDERSTRUCTURE WITH 10 GAUGE LONG-MEMBERS
- SINGLE-LEVER RELEASE, QUICK DROP TAILGATE
- L.E.D. FMVSS108 LIGHTS & REFLECTORS
- RUBBER REAR FLAPS
- UNDERCOATED & 100% DURABLE POWDER COATED *** WHITE ***

DEDUCT FOR TAILGATE SPREADER, SPREADER LIGHT & RELATED HYDRAULIC ITEMS

(\$6,356.00)

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable.
- Restocking fees may be applicable for cancelled orders.

COFFMAN TRUCK SALES, INC.

1149 West Lake Street * P.O. Box 151

Aurora, IL 60507

Phone: 630-892-7093 * Fax: 630-892-1080

www.coffmangmc.com * www.coffmantrucks.com

April 26, 2017

Clarification and exceptions to bid specs, for Kendall County Forest Preserve.

- Delivery time could actually run beyond the 90 day requested time frame, depending upon dump body desired.
- 2. There is no tire pressure monitoring system on dual rear wheel trucks.
- 3. Memo: If you delete the tailgate salt spreader there will be no salt spreader included with this bid.

Jerry Gerber
Commercial Sales Manager
Coffman Truck Sales













Fuel tank inspection results:

- All of the tanks have a bit of water in the bottom and the single 550 tank has a good amount of sediment and some pretty varnished fuel inside. Other than that, the tanks are in pretty good overall shape.
- 2. They need a good cleaning, inside and out, as well as a new paint job. All leak and level gauges will need to be replaced as well as filters, hoses, and nozzles on all 3 pumps. The pumps will also need to be gone through as, over time, the seals and gaskets inside are surely dry rotted and will leak once put back into service. We will also inspect the meters and ensure they're operating properly.
- 3. We weren't able to determine if the power running to them is live, but there was power run out there at one point that appears to have come from the nearby building. Either way, you will need to have an electrician inspect the electrical as well as unhook them so they can be serviced. After a second look, the tanks are sitting on a concrete slab, which is a big plus! Nothing will need to be done there other than some weed clean-up and a basic clean-up of the concrete. Below I have outlined the cost associated with cleaning up each tank individually.

1000 gal Split tank (2-500 gal compartments)

Removal/Install, Cleaning, Painting	Ş 1	L,020.00	
Pump Rebuild	\$	300.00	
Updated Equipment	\$	451.00	
Total		\$	1,771.00

500 gal tank

Removal/Install, Cleaning, Painting	\$510.00
Pump Rebuild	\$150.00
Updated Equipment	\$238.00

Total \$ 898.00

Grand Total \$ 2,669.00

Current Retail Fuel Pricing (Base price before applicable taxes)

#2 ULSD Clear – **1.889** #2 ULSD Dyed – **1.899** 87 Gasohol – **1.909**

Current Fixed Price – May thru Nov (Base price before applicable taxes)

#2 ULSD Clear – **2.19** #2 ULSD Dyed – **2.20** 87 Gasohol – **2.13**

Matt Edgcomb Petroleum Sales & Service Manager GRAINCO FS, Inc. Office (630) 553-7471 Cell (630) 709-7032

^{*}Fuel prices are based on today's market values and are subject to change daily.



550 gallon, double walled fuel tank with a pump (GPRO brand, 20gpm)

Total sales price of \$3,277.65

Leasing options are as follows:

3 year lease: \$1,092.55 annually or \$91.05 monthly 5 year lease: \$655.53 annually or \$54.63 monthly

1000 gallon split tank with 2 pumps (GPRO brand, 20gpm)

Total sales price of \$5,568.24

Leasing options are as follows:

3 year lease: \$1,856.08 annually or \$154.67 monthly 5 year lease: \$1,113.65 annually or \$92.80 monthly

Katie Efurd

Certified Energy Specialist CHS- Elburn 806-241-7992



10 South Main St., Sugar Grove, Illinois 60554 Phone: 630-466-9555 Fax: 630-466-9222 www.vonextek.com

PROPOSAL

DATE	QUOTE NO.
4/18/2017	1676

		SHIP DATE	TERMS	FO	В
		2-3 weeks A.R.O.	Net 30	Fact	ory
QTY	DESCRIPTION		U/M	COST	TOTAL
1	Siemens LUT430, ultrasonic open channel flor programmable with integral keypad. 120 VAC 4-20 ma output.		1	1,383.00	1,383.00
1	Eurotherm Chesself model 392 circular chart re totalizer. 120 VAC power, 4-20 ma input with and total.			2,545.00	2,545.00
1	Removal of old equipment, installation of new and calibration of instrumentation. Includes all components, on site time, travel time and travel	mechanical labor and	tup	725.00	725.0
	Note: No sensor is required, existing sensor test Company Exempt from Taxes	ted ok.		0.00	0.0

This quote is valid for 30 days from date above.

Total

\$4,653.00

Level Measurement

Continuous level measurement - Ultrasonic controllers



SITRANS LUT400 series

Overview



The Siemens SITRANS LUT400 series controllers are compact, single point, long-range ultrasonic controllers for continuous level or volume measurement of liquids, slurries, and solids, and high accuracy monitoring of open channel flow.

Benefits

- Small 1/2 DIN enclosure [144 h x 144 d x 146 w mm (5.7 x 5.7 x 5.75 inch)] with standard universal mounting bracket for wall, pipe, and DIN rail, plus an optional panel mount
- Easy to use HMI display with local four-button programming, menu-driven parameters, and Wizard support for key applications
- English, German, French, Spanish, Chinese, Italian, Portuguese, and Russian texts on the HMI.
- · Level, Volume, OCM Flow monitoring
- Three relays combined with a suite of pump, alarm, and relay control features
- HART Communications
- EDDs for SIMATIC PDM, AMS Device Manager, and Field Communicator 375/475, plus DTMs for FDTs (Field Device Tools)
- Web browser for local programming from an intuitive webbased interface
- Two discrete inputs for backup level override and pump interlock functions
- · Echo profile and trend views from the local display
- Patented digital receiver for improved performance in electrically noisy applications (close proximity to VSDs)
- Real time clock with daylight savings time, supporting an integrated datalogger and energy saving algorithms for minimizing pump operation during high cost energy periods
- · Removable terminal blocks for ease of wiring
- MCERTS Certified for Open Channel Flow

Application

The SITRANS LUT400 comes in three different models, depending on the application, level of performance and functionality required:

- SITRANS LUT420 Level Controller: Level or volume measurement of liquids, slurries, and solids, as well as basic pump control functions, and basic data logging capability
- SITRANS LUT430 Level, Pump and Flow Controller: Includes all features of the LUT420 plus a full suite of advanced pump control and alarm functionality, open channel flow monitoring, and basic flow data logging capability
- SITRANS LUT440 High Accuracy OCM: Our most featured, highest accuracy model. Includes all features of the LUT430, plus the industry's best accuracy (± 1 mm within 3 m), full suite of advanced control functionality, and enhanced flow logging capability
- Key applications: wet wells, reservoirs, flumes/weirs, chemical storage, liquid storage, hoppers, crusher bins, dry solids storage



Level Measurement

Continuous level measurement - Ultrasonic controllers

SITRANS LUT400 series

Technical specifications			
Mode of Operation	Ultrasonic level, volume, pump, and open channel flow	Design Weight	
Measuring range	0.3 60 m (1 196 ft),	Enclosure with display lid	1.3 kg (2.87 lb)
0 0	transducer dependent	Enclosure with blank lid:	1.2 kg (2.65 lb)
Input		Material (enclosure)	Polycarbonate
Discrete	0 50 V DC switching level Logical 0 ≤ 10 V DC Logical 1 = 10 50 V DC Max. 3 mA	Degree of protection Enclosure with display or blank lid: Enclosure with blank lid and knockout removed:	
Output		Remote display lid:	IP65/Type 3/NEMA 3
Transducer frequency	10 52 kHz	Cable	
Ultrasonic transducer	Compatible transducers: All Echo- Max and ST-H series transducers	Transducer and mA output signal	Transducer, mA output: 2 copper conductors, twisted,
Relays	 1 SPDT Form C, NO or NC relay, rated 1A at 250 V AC, non-inductive and 3A at 30 V DC 2 SPST Form A, NO relays, rated 5A at 250 V AC, non-inductive and 3 A at 30 V DC 		with foil shield/drain wire, 300 V 0.5 0.75 mm² (22 18 AWG) • Relay/power to be copper conductors per local requirements to meet 250 V 5 A contact rating
mA output • Max. load	4 20 mA, isolated 600 Ω max. in ACTIVE mode,	Max. separation between transducer and transceiver	365 m (1 200 ft)
Max. load	750 Ω max. in PASSIVE mode	Displays and controls	60 x 40 mm (2.36 x 1.57 inch)
Resolution	0.1 % of range		removable LCD, 240 x 160 pixels resolution,
Accuracy			operational up to 5 m from enclosure base
Error in measurement	Standard operation: ± 1 mm (0.04 inch) plus 0.17 % of measured distance High accuracy OCM: ± 1 mm (0.04 inch), within 3 m (9.84 ft) range	Programming Primary Secondary	4 Local push buttons • PC running SIMATIC PDM • PC running Emerson AMS Device
Resolution	 Standard operation: 0.1 % of range or 2 mm (0.08 inch), whichever is greater High accuracy OCM: 0.6 mm (0.02 inch), within 3 m (9.84 ft) 		Manager • PC running a web browser • PC running a Field Device Tool (FDT) • Field Communicator 375/475 (FC375/FC475)
Temperature compensation	range • -40 +150 °C (-40 +300 °F)	Memory	512 kB flash EPROM1.5 MByte flash for data logging
	 Integral temperature sensor in trans- ducer 	Power supply	
	External TS-3 temperature sensor (optional) Programmable fixed temperature values	AC version	100 230 V AC ± 15 %, 50/60 Hz, 36 VA Fuse: 5 x 20 mm, Slow Blow, 0.25 A, 250 V
Rated operating conditions		DC version	10 32 V DC, 10 W
Installation conditions			Fuse: 5 x 20 mm, Slow Blow, 1.6 A, 125 V
Location	Indoor/outdoor	0	1.0 A, 120 V
Installation category	 4	Certificates and approvals	00.
Pollution degree Ambient conditions Ambient temperature (anglesure)		General	CSA _{US/C} , CE, FM, UL listed, RCM, MCERTS certified for Open Channel Flow
 Ambient temperature (enclosure) 	-20 +50 °C (-4 +122 °F)	Hazardous	
		Non-incendive (Canada)	CSA Class I, Div. 2, Groups A, B, C, D; Class II, Div. 2, Groups F, G; Class III
		Shipping	Lloyd's Register, ABS
		Communication	HART 7.0, USB

Level Measurement





SITRANS LUT400 series

		SITRANS LUT420	SITRANS LUT430	SITRANS LUT440
Category	Feature	Level Controller	Level, pump and flow controller	High accuracy OCM controller
Operations	Level, space, and distance measurement	✓	1	1
	Open channel flow measurement		1	-
	Volume conversion	✓	✓	✓
Specifications	Compatible with EchoMax and ST-H transducers	✓	1	7
	Standard accuracy: ± 1 mm +0.17 % of measured distance	1	*	✓
	High accuracy: ± 1 mm within 3 meters			~
	Mounting options: wall or panel, pipe, DIN-rail	1	✓	1
Data logging and communi- cations	HART communications	1	✓	1
	4 20 mA output (active and passive)	✓	1	✓
	Integrated datalogger for measurement value and alarms	✓	•	/
	Integrated datalogger for fixed rate flow logging		*	✓
	Integrated datalogger for variable rate flow logging triggered by changes in flow condition			•
	Daily data logging for maxi- mum, minimum and average flow, daily totalized volume, and minimum and maximum temperature		,	~
Flow monitoring	High accuracy open channel flow measurement			1
	9 digit daily and running flow totalizers		1	✓
	High and low flowrate alarms		✓	✓
	External totalizer and sampler control		✓	*
	MCERTS Class 1 Certification			✓
	MCERTS Class 2 Certification		✓	
Pump control	Energy saving algorithms for pump control		•	1
	Wall cling reduction	✓	✓	✓
	Pump run-on functionality		✓	✓
	Pump start and power resumption delays		✓	✓
	Alternate duty pump routines	1	✓	1
	Fixed duty and service ratio pump routines		*	✓
	Pumped volume totalizer		✓	1
	Submergence detection	/	✓	1
	Discrete input pump interlocks		✓	/
	T Is a I			

- 1 to 4 Universal input channels
- 40-character vacuum-fluorescent digital display
- 1 or 2 independent, case-mounted single or dual output PID controllers
- Simple on-site configuration using control panel
- Maths functions
- 4 totalisers with 9-digit readout
- · 4 alarms per channel
- Thermocouple, RTD, x^{3/2}, x^{5/2}, linear, square root, log₁₀ linearisations
- EEPROM memory for security

The Eurotherm Chessell Model 392 provides the latest recorder technology with a proven servo motor drive system. Its quality construction and ease-of-use provide reliable, trouble free operation. Precise attention to design, manufacturing and quality control ensures that Model 392 recorders work 'first time'. The design and solid construction of the Model 392 makes maintenance, field upgrade and the addition of features, fast, easy and affordable. The 392 is available in an IP65 rating to withstand rugged environments.

Easy to set up

The recorder functions can be configured quickly and easily using the six front panel keys to follow the plain English prompts which appear on the display.

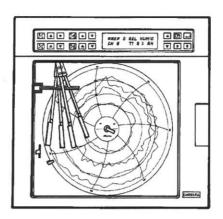
Operator functions are separated from configurable items by password protection.

Advanced features

Custom linearisation for non-linear inputs such as pH and conductivity, permits the use of standard linear charts, eliminating the need for expensive non-linear or overprinted charts. Microprocessor power provides automatic calculation, display and recording of derived variables such as mass flow, relative humidity and BTU, as well as non-standard user-entered calculations.

Display data

Channel information is displayed with measured value, channel number, engineering units, 16-character (max.) tag (descriptor) and alarm information.



Integral controllers

The Model 392 offers two PID controllers with features such as cascade, ratio/bias, feedforward and internal setpoint generation. Dedicated auto/manual and remote/local setpoint keypads allow the user to switch easily from one control function to another.

The controllers provide simultaneous indication of setpoint, process variable and output status.

Totalisers

The Model 392 provides up to four integrating/totalising channels, with nine-digit resolution, for flow and power applications.

Totalisation factors, cutoff and reset on/off are entered using the keyboard, as a part of totaliser configuration. An option totaliser output relay can be used, for example, to drive electromechanical counters.

Alarms

Up to four alarms per channel can be configured as deviation (to 'bracket' a setpoint), rate-of-change (to predict potential problems) or absolute high/low.

Communications

An optional RS422 serial link provides communications with computer and/or data acquisition systems, and allows the recorder to be programmed from a control (host) computer.

Model 392 Specification sheet

TECHNICAL SPECIFICATION (Input board)

General

Number of inputs

1, 2, 3 or 4

dc Volts, dc millivolts, Input types dc milliamps (with shunt).

Thermocouple.

2 / 3-wire RTD

Contact closure/logic low

Freely configurable. Input type mix Blue, red, green and black disposable Writing system

markers giving approximately 500 metres of trace each.

Chart type Circular, 100mm calibrated chart width

1 to 4096 hours/revolution Chart speeds

Integral 40-character display and key-User interface

board

Terminal block Termination

Physical

360mm H x 380mm (When viewed from Bezel size

the front, offset 5mm right with respect to

cutout centreline)

Panel cutout dimensions (mm) 340.5 H x 345 W (both - 0 + 1 mm)

Depth behind bezel rear face 150 mm Weight 7 kg (typical)

+5 to -30 degrees from vertical Panel mounting

(+ = top overhangs)

Power requirements

90 to 264V at 45 to 65 Hz. Standard: Line voltage

> 24V dc Low voltage option

> > 25VA (115VA with case heater)

Environmental Performance

0 to 50°C Temperature limits Operation:

(options can reduce maximum temp.)

-20 to + 70°C Storage: 10 to 90% Humidity limits (non-condensing)

NEMA3 (IP54) Standard: Protection NEMA4 (IP65) Waterproof:

BS EN60873 and BS EN61010 Shock

1g peak at 60 Hz to 150Hz Vibration (BS EN60873)

<2000 metres Altitude (max.)

Electromagnetic compatibility (EMC)

BS FN50081-2 Emissions: BS EN50082-2 Immunity:

Electrical safety (BS EN61010)

Installation cat. II; Pollution degree 2

Performance

0.01% of operating gain span Input resolution 0 ±1 % of chart change Pen position resolution 0.02% of operating gain span Display accuracy 1 second to full scale Pen response Each channel in 250msec Channel update rate

± 0.5% from 25°C CJC rejection >20 MQ Input impedance

Noise rejection (48 to 62 Hz)

>130dB (channel to channel and chan-Common mode:

nel to ground).

>60dB Series mode:

Input specification

T/C Types: B, C, E, J, K, L, N, R, S, T, Ni/NiMo Linearisations

RTD types:

Pt₁₀₀, Cu₁₀, Ni₁₀₀, Ni₁₂₀ Linear, square root, x^{3/2}, x^{5/2}, log, Others:

user- entered

4mV to 5V (100V with attenuator) Voltage inputs

Across 250Ω shunt Current input Contact closure or logic low Event input types

Memory protection

Configuration Saved in EEPROM

Active values (e.g. totaliser) Super cap backup for 100 hours

Alarms

Four per input and/or derived channel Number of:

Absolute high/low, deviation, rate-of-Types:

change

Options

Wall mounting IP-65 case

Retransmission

Up to eight individually assignable Number of: Output relays

Switching power: 30W or 37.5VA (resistive load)

0.3A at 125V ac, 1.0 A at 30V dc Maximum values: 250Ω

Input current shunts 1MΩ (100:1) Input voltage attenuators

Up to four individually assignable Totaliser

Four isolated 28Vdc, 30mA supplies Transmitter power supply Maths functions

Mass flow, RH, Fvalue, ZrO2, +, -, x, +, Average, Hi/Lo select, Hi/Lo peak,

Log₁₀, x¹⁰, 3rd order polynomial. Up to four isolated, scaled, 1 to 5 Volt or 4 to 20mA (into 600Ω max.) outputs

Polynomial curve fit for 11 user-entered Custom linearisation

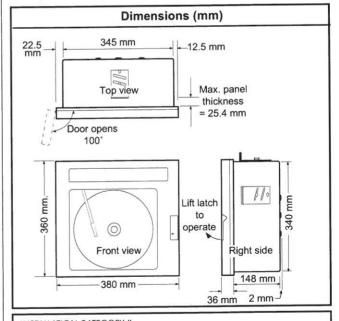
point pairs

Single asynchronous RS422 channel Communications with software selectable Baud rate Controllers

One or two single or dual output, 3mode PID controllers, setpoint generators and remote/local setpoint

switching

Up to 16 contact inputs Event inputs



INSTALLATION CATEGORY II

The rated impulse voltage for equipment on nominal 230V mains is 2300V.

POLLUTION DEGREE 2

Normally, only non-conductive pollution occurs. Occasionally, however, a temporary conductivity caused by condensation shall be expected.







3775 Drew Ave., Sandwich, IL 60548>> Phone: 815-786-3100 >> Fax: 866-634-3168>> IL Lic# 104.015799

> PROPOSAL 04/14/17

Kendall County Forest Preserve Harris Hill- Morton Building Shop

NC / I	
Yorkville, IL 60560	
Attn: Kim Olsen	
The following work is proposed for the above address:	
Metal Roof Replacement:	
-Remove metal roof (1 layer) and haul away	
*If foam underlayment needs to be replaced, cost of \$40/sheet will inc	cur. To replace all the foam board (84 sheets) cost, maximum replacement
cost would be \$3,360.00	
(Price Includes up to 3 sheets of sheathing to match existing, additiona be \$3,360.00)	ll sheathing @ \$40/sheet, to replace all plywood (84 sheets) maximum would
-Install synthetic underlayment, Install ice & water shield on all roof lin	es & valley's
-Install metal ridge vent for proper ventilation	
-Remove & replace drip edge Color:	
-Install new Pro-Rib Metal Roof (28 sqs total) Color/Brand	d:
-Pull all necessary permits	
	Total Cost of all Roof Work Proposed on barn: \$15,700.0
Gutter Replacement:	
-Remove gutters and downs and haul away	
-Install new aluminum seamless gutters and 3x4 downs C	olor:
	Option A: Total Cost of all gutter work proposed using 5" gutters: \$777.6
	Option B: Total Cost of all gutter work proposed using 6" gutters: \$997.1
Optional Additional Gutter Work:	
-Add additional (2) downs to south ends for proper drainage	Tatal Cost of additional antiqual control \$177.1
	Total Cost of additional optional work: <u>\$177.1</u>
	Total Cost of all Work Proposed, using 5" gutters: \$16,654.7
	Total Cost of all work proposed, using 6" gutters: \$16,874.2
	*The above estimate if figured using current Kendall County prevailing wage
*Payment Terms: Half down on metal roof at signing due to special o EACH SECTION. We accept credit cards (a 3% fee will be added to char	rder materials (\$7,850.00). BALANCE PAID IN FULL UPON COMPLETION OF
	0.1/47/2047
Submitted by: Matt Wright- via electronic submission	Date: <u>04/1//201/</u>
Accepted by:	Date:
/	te fee of 5% per month. All material is guaranteed to be as specified. Proposal valid
[2] 1. [y is 1 year, unless otherwise specified. All work to be completed in a workman like
	e specifications involving extra costs will be executed only upon written orders, and
	ontingent upon accidents or delays beyond our control. Our workers are fully covered
by Workman's Compensation insurance.	
I have read and understand the attached Project Preparation .	Sheet. Please Initial Here:

-A&B Exteriors completes all jobs in the order they are signed (unless cases of extreme emergency). As of contract signed date; A&B Exteriors anticipates your job to be started within 6-8 weeks; weather permitting. Our office will be in touch with you as the date gets closer.

PROJECT PREPARATION AND EXPECTATIONS

*The following is a list to help you prepare for the construction project and is considered an addendum to the contract

- 1. Please cover items in the attic to protect them during re-roofing projects.
- 2. Remove all screens from windows and doors. We are not responsible for any tears.
- 3. Remove all loose items from shelving and walls such as: pictures, mirrors, plates, etc. Hammering may create vibration that could shake these items off shelves and walls.
- 4. Although caution will be taken, some leaves or blooms and plants may be affected by the construction.
- 5. There are instances where minor damage to gutters is unavoidable, especially on very steep roofs or where there may be some rotten or rusted areas.
- 6. We do not cover nail pops on drywall and/or preexisting damage that was not covered by your claim and / or written agreement.
- 7. The salesman will do an inside inspection for preexisting damage.
- 8. Every effort will be taken to pick up all nails with a magnet; however, please watch for nails that may be embedded in the grass or shrubbery. Use bag on lawn mower, if possible, at least once after job is completed.
- 9. It will be the homeowner's responsibility to have any TV satellite dish readjusted if the dish must be temporarily moved and reset during the construction process.
- 10. In the event bad decking on the roof needs replacement, we make every effort to make verbal contact with the homeowner. It is the homeowner's responsibility to pay for replaced decking (up to 3 sheets included, additional sheets @ \$40/sheet for ½" plywood, includes the cost of labor, material and dump fees)
- 11. You will be notified by phone prior to material deliveries and installation.
- 12. The 1st payment will be collected upon material delivery (usually the same day labor starts).
- 13. Should you have any questions, feel free to call your field supervisor.

Homeowner Signature	Date	Phone #

Service Summary Page

Bill To

Kendall County Forest Preserve District Dave Guritz 110 W. Madison Street Yorkville, Illinois 60560 Sold To

Kendall County Forest Preserve District Dave Guritz 110 W. Madison Street Yorkville, Illinois 60560

Payment Details

Payment Method: Credit Card

Pay Period: Month Bill Cycle Day: 1 Auto Renew: NO

** Your first payment may include a prorated charge for your add on service. For future payments and frequency, please refer to the Bill Cycle Day and Pay Period displayed in the Payment details box on the Service Summary Page.

PRODUCT NAME	RATE PLAN	SERVICE RUN DATES	LIST PRICE(\$)	DISCOUNT(\$)	EFFECTIVE PRICE(\$)
Storefront	Storefront IL- Chicago Suburbs Reception Venues	6/1/2017 - 6/1/2018	250.00	0.00	250.00
			Total by	r: Month	250.00

--- Unique Visitors Vendor Average --- Engagement Vendor Average

What does this mean?

Unique Page Views - The number of unique users that have viewed your storefront and the tabs within your storefront -

Emails & Calls - Total inquiries made through the information request form on your storefront. You will find these inquiries

the take within vous storefront - ahotos videos and reviews tah Page Views - The total number of views of your storefront and Total Click-throughs - Total number of clicks from your

sum of Click-Throughs. Calls (Mabile), Inauiries and Storefront been saved to one of our members' My Knot wedding planner Engagement - A measure of how often brides are interacting with and taking notable action on your Storefront. This is the Store front Saves - Total number of times your storefront has storefront to vour website. Facebook and Twitter pages saves. This gives you a great idea of how effective your Tour Requests- The total number of users who have requested iours from vour storefront.

storefront is at grabbing a bride's interest and how likely it is to

											Month to		VENDOR
	NON	Jul	AUG	SEP	OCT	MON	DEC	IAN	EB	MAR	Date	TOTAL	AVG
Unique Visitors	155	166	174	168	164	130	129	210	128	128	41	1556	2,031
Engagement	5.5	9	53	44	52	39	48	7.1	58	30	Ŋ	520	760
Clickthroughs	47	53	45	31	3.5	29	34	54	4	23	41	393	202
Storefront Saves	~1	4	9	4	0]	~1	7	회	9	~1	-1	80	26
Messages & Calls	9	100	N	∞I	7	co	7	13	ଚା	41	0	52	158
Tour Requests	0	0	0	-1	0	0	0	0	7	-1	0	न	22
Page Views	175	206	222	197	196	144	155	251	154	155	বা	1859	2,470

The Knot



*900 × 9104 011

O.

THE R. S. ADVIC.



Request a Tour









Statement

Page: 1

Statement Date:

03/31/2017

ID: Due Date :

1341197 04/25/2017

Amount Remitted:	

Terms:

Accounts are Due in Full upon receipt of this statement. A Finance Charge of 1.8% (Annual Rate of 21.6%) will be assessed on all past due accounts.

						Your SI	hare
Date Numbe	r Descrip	otion / Detail	Quantity	Price / Unit	Extension %	Prepaid	Regul
	Balance	Forward				1,533.77	0.
	Propane	e					="
03/20/2017 7070525	54 Paid Invo						ı
70700205	53 LP Gas B	3ulk	375.800 GL	1.1490 /GL	431.79	-431.79	- <u> </u>
				Invoice Total	431.79	-431.79	0.0
EndTime	e: 10:10:02 Hocket(s): B0070	et Reference : B007070525 IOUSE E 70705254 , 0001 , "MTR ST					
	- Gr			Enc	ding Total Balances	1,101.98	0.0
Deferred	Current	1-30 Days 31-60	0 Days > 60 Days	Unapplied	Budget Billing	Prepay	
0.00	0.00	0.00	0.00 0.00	0.00	0.00	-1,101.98	
Prepay Recap			Origin	al	J	Remaining	
Propane			Quantity	Dollars	Quantity	L	<u>Dolla</u>
LP GAS BULK			3,391.000 GL	3,896.26	713.002	GL	819.1
		Propane Total		3,896.26		3	819.2
		1	Origin	al		Remaining	
Miscellaneous			Quantity	<u>Dollars</u>	Quantity	L	<u>Dolla</u>
P076: LP GAS PREPAID			282.740 EA	282.74	282.740	EA	282.
		Miscellaneous Total		282.74		w	282.7
							1,101.9

Date: 03/31/2017

KENDALL FOREST-ELLIS

Kendall Forest-Ellis 110 W. Madison Street Yorkville, IL 60560

Account# 1341197
Contract Number PP062017

It is time to start planning for the 2016-17 home heating season. GRAINCO FS, Inc. offers a price protection program designed to guarantee your price for a specified number of gallons or until May 31st, 2017, whichever comes first. Please review the program listed below and the *Terms & Conditions* listed on page 3 and return your response by June 25, 2016. We now have the ability to email your propane invoices after a delivery. If you would like to take advantage of this service, include your email address below. If you have any questions regarding these programs or other propane related issues, you may call the Morris Propane office at 1-866-990-FSLP (3757). Thank you for your business; it is a pleasure to serve you!

PLAN 2: PREPAY CONTRACTING

For those of you who would like additional savings, we offer a Prepay Plan which saves you an additional .10¢ per gallon. To participate in this program, your estimated gallons must be paid in full when you return the signature slip. Once enrolled in PLAN 2 you are locked into this program until all your contracted gallons have been delivered (or May 31st, 2017 whichever comes first). Any additional gallons you may need will be delivered according to your normal non-contract account terms, and the price will be at the current market rate. Your contract gallons will be delivered between September 1st and May 31st, unless you choose to take delivery of contract gallons during the summer instead of the SUMMER FILL program. Your Prepay Plan payment will include your estimated sales tax, and will be shown on your monthly statement. Any remaining balance due on your May 2016 statement must be paid in full in order to be eligible for the 2016-2017 contract.

- Your estimated use is 3391 gallons.
- Your total payment due is \$4179 Your total payment due with credit card is \$4361
- Your discounted SUMMER FILL price per gallon is \$.999 (Summer fill pricing ends 8/31/16)
- Your guaranteed PrePay price is \$1.149

Your guaranteed PrePay price is \$1.149 Your guaranteed PrePay price with credit card is \$1.199 (p Please cut below the line and return the signature portion with your full c	ontract payment in the enclosed envelope
By signing below you agree to comply with the Term	
PLAN 2 - I would like to be included in the Prepay Plan. (P076)	
SUMMER FILL - Yes, fill my tank at the SUMMER FILL price and	invoice me separately.
No, I do not want my tank filled at the SUMMER FILL price and pre	fer all of my deliveries to be on my contract.
YOUR ESTIMATED GALLONS 3391	
Your payment must be included with your signed contract.	
Name: Kendall Forest-Ellis	Account #: 1341197
Signed:	Date:
Email:	_
	Contract Number PP062017



APPLICATION PROCESS & INSTRUCTIONS

Telephone (303) 398-0400, Fax (866) 351-9503

PUBLIC GRADE CROSSING APPLICATION

It is the Railroad's policy that two existing grade crossings must be removed for one new grade crossing installation to be approved. INCOMPLETE applications may result in processing delays. Applications submitted without the required fees will not be processed.

If this application is approved, applicant agrees to reimburse the railroad for any cost incurred by the applicant incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. A <u>non-refundable</u> fee in the amount of \$4,000 USD (\$5,328 CAD) is due with the application. In addition, fees will be assessed pursuant to a written crossing agreement.

(Be sure to list the check number(s) at the bottom of the cover sheet AND application)

Make check(s) payable to:

OmniTRAX Inc. C/O AR Real Estate Department 252 Clayton Street Denver, CO 80206

(As information, future payments will also be sent to the address listed above.)

If the submitted application and/or plans require review by an environmental (HAZMAT) or other outside consultants, it will solely be at the applicant's expense and in addition to the aforementioned fees.

Once an executable Public Grade Crossing agreement is submitted to you, the agreement must be fully negotiated and executed within one hundred twenty (120) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY:	
CHECK NUMBER(S):	





PUBLIC GRADE CROSSING APPLICATION

Telephone (303) 398-0400, Fax (866) 351-9503

	ON 1: TO BE COMPLETED FOR ALL CROSSINGS				
	omplete Legal Name of Applicant:				
_	greement to be in the name of (if different from above):				
	rpe of Entity (please mark one): Corporation LLC Individu ership General Limited Other				
4. If a	applicable, state/province of incorporation or organization:				
	ederal Tax Identification number (U.S. Leases):				
	Tr. A. I. I.				
	vernight Delivery Service Address (if different):				
8. Co	ontact Person:	Title:			
9. Ph	none No.: ()	Fax No.: ()			
10. Em	nail:				
	nail Address Where Notices Can be Sent to:				
12. Bil	lling Contact Name, Phone Number, and Address Required:				
	17.74				
13. Ty	rpe of Road Crossing:				
150	ivate Farm Crossing Private Commercial Crossing	Contractor's Crossing			
(d)	destrian Overpass Pedestrian Underpass	Other			
	isting Crossing New Installation	Relocation			
	rmanent Use Temporary Use for Mos.	Reconstruction			
	ossing will be used to access				
	oposed Width of Crossing:feet				
	esired Material for Crossing (circle one): Wood Planks / Concrete /	Asphalt / Rubber / Other			
17. Ty	pe of Vehicles to be driven over crossing:				
Pas	ssenger Cars Recreational Vehicles	Pickups			
Far	Farm Equipment Heavy Construction Equipment Other				
18. Ap	18. Approximate number of daily one way trips over the crossing				
19. Na	ame of Owner of Property to be served by crossing				
20. Ad	20. Address if different than above				
21. Ra	ailroad being crossed:	*			
22. Mi	ilepost (application will not be processed without a MP)				
23. Cro	ossing is located in the: Section, Township	, Range			
(Example: SE ¼ of NW ¼ Section 15, Township 39N, Range 12E)					
In/Near	r the City of County	State			
	Attach a legal description of your property to be served by the crossing and a property or county map showing the location				
	crossing. Indicate on the map the distance measured along the tr				

vicinity (i.e., bridge, culvert, railroad mile marker, public road).



PUBLIC GRADE CROSSING APPLICATION

Telephone (303) 398-0400, Fax (866) 351-9503

crossing is currently covered	by Agreement Number	
Dated		
SECTION 3: TO BE COMPLET	ED FOR INSTALLATION OF NEW CROSSINGS ONLY	
How is the property currentl	y accessed?	
Why was the access to prope	erty not obtained from previous owner?	
Desired crossing will be	feet () North () South () East () West	5
Of nearest	() Public () Private road crossing.	
Track is inft. cut/fill	Number tracks crossed Track is on: () Curve () Straight	
SECTION 4: REQUIRED Locat	ion: Geographical Coordinates (in decimal degrees)	
A Secretary and the secretary		
Latitude	Longitude	
Latitude	Longitude	
Latitude	Longitude	
Date:	LIST CHECK NUMBER(S):	
Date:		
Date:Signature:	LIST CHECK NUMBER(S):	
Date:Signature:Name Printed:	LIST CHECK NUMBER(S):	
Date:Signature:Name Printed:	LIST CHECK NUMBER(S):	

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

David Guritz

From:

Elizabeth McGuire [emcguire@omnitrax.com]

Sent:

Thursday, April 20, 2017 2:59 PM

To:

David Guritz

Subject:

RE: Hoover Forest Preserve Rail Crossing - Red-lined Agreement

David

The agreement draft is from 2012 and some of the terms of our agreements have changed since then. What costs are you trying to get a handle on? Currently our grade road crossings rent is \$3,000 per year. Other than that, when maintenance is required on the crossing, you would be responsible for the cost.

Does this help?

Elizabeth McGuire Manager, Railroad Real Estate Omnitrax Inc. 252 Clayton Street Denver, CO 80206 303-398-0441 (office) 720-325-0875 (Cell) 866-351-9503 (fax)

From: David Guritz [mailto:dguritz@co.kendall.il.us]

Sent: Thursday, April 20, 2017 8:17 AM

To: Elizabeth McGuire

Subject: Hoover Forest Preserve Rail Crossing - Red-lined Agreement

Good morning Elizabeth:

I will be discussing the Omnitrax rail crossing application at the District's Finance Committee meeting next week. Have you been able to track down the red-lined agreement you spoke of for Hoover Forest Preserve? If so, it would be great to begin to get a handle on costs moving forward.

Thanks so much.

Dave

Dave Guritz Director Kendall County Forest Preserve District (630) 553-4131 dguritz@co.kendall.il.us



Subscribe to the Stepping Stones eNewsletter today!

David Guritz

From:

David Guritz

Sent:

Friday, April 21, 2017 9:37 AM

To:

'Elizabeth McGuire'

Subject:

Hoover Forest Preserve - Public Crossing

Attachments:

SKM C36817042108460.pdf

Elizabeth,

I'm not sure I've sent the attached final order your way or not. As far as we can tell, Omnitrax/IL Railway has not fulfilled the obligations of the ICC order, which may impact the construction completion schedule for this fall. The IDOT grant will cover all costs for the improvements.

We plan to call together a conference of the Service List representatives to determine timeframes for completing the project.

https://www.icc.illinois.gov/docket/casedetails.aspx?no=T16-0003

Within the order, "the maintenance costs associated with the warning devices and crossing surface at the Hoover Road grad crossing should be the responsibility of the Illinois Railway Company."

I would assume this will impact our eventual crossing agreement with Illinois Railway.

Thanks in advance for your review.

Sincerely,

Dave

Dave Guritz Director Kendall County Forest Preserve District (630) 553-4131 dguritz@co.kendall.il.us



Subscribe to the Stepping Stones eNewsletter today!

March	,	2017
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AGREEMENT

THIS Agreement is entered into the day and year first set forth below between *THE KENDALL COUNTY FOREST PRESERVE DISTRICT* (hereinafter "KCFPD"), with its principal place of business at 110 W. Madison Street, Yorkville, Illinois, 60560 and _______, with its principal place of business at _______, (hereinafter referred to as "Vendor"). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

- 1. Pursuant to and set forth in this Agreement, Vendor will provide KCFPD with the following types of services: Garbage & Recycling Hauling for three (3) Kendall County Forest Preserve District Facilities as listed below:
 - A) Harris Forest Preserve 10460 Route 71, Yorkville IL
 - B) Hoover Forest Preserve 11285 Fox Road, Yorkville IL
 - C) Ellis House and Equestrian Center 13986 McKanna Road, Minooka IL.
- 2. This Agreement includes this page (the "Initial Page"), the General Terms & Conditions set forth on the following page, hereof, Attachment A (Scope of Work), Attachment B (Places of Service), Attachment C (Fees & Reimbursements), Attachment D (Physical Descriptions & Pictures) all of which are collectively referred to as "the Agreement". This agreement shall be effective as of May 1, 2017 and shall continue in force and effect through April 30, 2019 ("initial period"). It shall automatically renew and continue in effect for a (1) year increment following the initial period, unless KCFPD notifies vendor in writing by or before thirty days prior to the expiration date of the initial period or each subsequent one (1) year period that KCFPD does not wish to continue the agreement.
- 3. Agreed-upon changes, which increase or decrease the scope of services to be performed, may subject the Fees & Reimbursements set forth in Attachment C to a mutually agreeable adjustment in writing signed by both parties to the Agreement. Should any changes to relevant regulations, laws, or codes substantially affect the vendor's services or obligations, the KCFPD agrees to attempt to negotiate with the vendor for appropriate changes to the scope or price of this Agreement or both. In the event that the KCFPD and Vendor are unable to mutually agree to an adjustment in the Fees & Reimbursements and/or scope of this Agreement, the KCFPD may immediately terminate the Agreement upon providing written notice to Vendor.
- 4. Vendor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the KCFPD. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor's officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor's officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents and agrees that the KCFPD is not responsible for providing any insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents. Vendor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the KCFPD, its board members, officials, employees, insurers, and agents for any alleged injuries that Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement.
- 5. Vendor shall exercise general and overall control of its officers, employees. For public security purposes, Vendor further agrees that it shall not assign any individual to perform work at the KCFPD unless Vendor has completed a criminal background investigation for each individual to be performing work at the KCFPD. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Vendor agrees that it shall not assign the individual to perform work at the KCFPD absent prior consent from the KCFPD. The KCFPD, at any time and in KCFPD's sole discretion, may require Vendor to remove any individual from performing any further work under this Agreement. Should the

KCFPD have a complaint regarding the performance of the services or the behavior of Vendor's officers, employees and/or agents performing services under this Agreement, or should the KCFPD request a change in the manner in which services are being performed pursuant to this Agreement, the KCFPD shall transmit the same to the Vendor's management, who shall take immediate action and shall resolve the problem to the KCFPD's satisfaction. Vendor's failure to take immediate action and/or to resolve the problem to the KCFPD's satisfaction may result in a material breach of the Agreement.

6. This Agreement incorporates all of the conditions and specifications of the Subject RFQ, the following General Terms & Conditions found within this RFQ, and all attachments to said RFQ. In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedence shall be: first this Agreement and the General Terms & Conditions, then Attachment B, then Attachment A, then other Attachments to this Agreement, if any, then the terms of the RFQ dated March 21, 2017.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed this _____ day of

Waste Mangement	KENDALL COUNTY FOREST PRESERVE DISTRICT, ILLINOIS
BY: Melissa Galindo	BY:
NAME: Melissa Galindo	NAME: Judy Gilmour
TITLE: Waste Mangement Outside Sales Rep	TITLE: Kendall County Forest Preserve District Board Chairman

ADDITIONAL GENERAL TERMS & CONDITIONS FOLLOW

GENERAL TERMS & CONDITIONS

- This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if
 any provision is invalid for any reason such invalidations shall not render invalid other provisions which can
 be given effect without the invalid provision. The parties agree that the venue for any legal proceedings
 between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of
 Illinois
- 2. Vendor agrees to indemnify and hold harmless the Kendall County Forest Preserve District ("KCFPD") including their past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys' fees and other legal expenses, which the Kendall County Forest Preserve District, their board members, elected officials, insurers, employees, and/or agents may sustain, incur or be required to pay arising out of Vendor's performance of, or failure to adequately perform, its obligations pursuant to this Agreement.
- 3. Vendor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to KCFPD at the address set forth herein. Before starting work hereunder, Vendor shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, and (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate. KCFPD shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of KCFPD. KCFPD shall also be designated as the certificate holder. KCFPD's failure to demand such certificate of insurance shall not act as a waiver of Vendor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Vendor, nor be deemed as a limitation on Vendor's liability to KCFPD in this Agreement
- 4. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, labor disputes by persons other than Vendor's employees, fire, explosions or other casualties, vandalism, riots or war, and unavailability of parts, materials, or supplies. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- 5. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the injured party, the injured party may elect, in accordance with law and any other Agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph 5, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.

- 6. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.
- 7. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the Kendall County Forest Preserve District upon written notice delivered to Vendor at least thirty (30) days prior to the effective date of termination, or by Vendor upon written notice delivered to the Kendall County Forest Preserve District at least sixty (60) days prior to the effective date of termination.
- 8. Vendor agrees to comply with any and all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- 9. Non-Discrimination. Vendor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- 10. To the extent that this Agreement may call for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.html. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
- 11. Vendor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- 12. All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of the Kendall County Forest Preserve District. No warranties implied or explicit may be waived or denied.
- 13. Vendor hereby waives any claim of lien against subject premises on behalf of Vendor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement.
- 14. This Agreement represents the entire understanding between the parties hereto, and any modification or amendment hereof must be made in writing, and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written.
- 15. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- 16. Conflict of Interest: Both parties affirm no KCFPD officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any KCFPD officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

- 17. KCFPD and/or Vendor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 18. Substance Abuse Prevention: Vendor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- 19. It is understood and agreed to by Vendor that all contracts entered into by a government body, such as the KCFPD, are open to public review and as such will be kept on file and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, et seq.).
- 20. Certification. Vendor certifies that Vendor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

Vendor further certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Vendor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

- 21. Non-Appropriation. In the event the KCFPD is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into, which are sufficient to satisfy all or part of the KCFPD's obligations under this Agreement during said fiscal period, the KCFPD agrees to provide prompt written notice of said occurrence to Vendor. In the event of a default due to non-appropriation of funds, Vendor and/or the KCFPD has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- 22. Payment. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)
- 23. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 24. Authority to Execute Agreement. The KCFPD and Vendor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- 25. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the KCFPD: Attention: Director, Kendall County Forest Preserve District, 110 W. Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023 with copy sent to: State's Attorney, Attention: Eric Weis, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Vendor,

The above terms and conditions are accepted.

Signature of Bidder

Melissa Galindo

ADDENDUM TO CUSTOMER SERVICE AGREEMENTS S0008637734, S0008638480, AND S0008638328

THIS ADDENDUM TO THE SERVICE AGREEMENT(S) ("Addendum") is entered into by and between Waste Management of Illinois, Inc. ("Company") and the Kendall County Forest Preserve District, a unit of Local Government ("Customer") (Company and Customer collectively referred to as the "Parties"), on the date of last signature below.

- 1. This Agreement is entered into following bidding on the 2017 Garbage and Recycling RFP, within which was included an "Agreement" and "General Terms & Conditions" that all bidders had to agree to upon bid submission. As such, those "General Terms & Conditions" and the terms within the "Agreement" are incorporated herein as though fully set forth and should any conflict exist between them and the terms and conditions of the Waste Management Service Agreement, those within the RFP and this Addendum shall be controlling.
- 2. On each Service Agreement, the box stating: "Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein" is stricken in its entirety.
- 3. Section 2 'TERM' of Company's Terms and Conditions is stricken in its entirety and replaced with "The initial term of this Agreement shall start on May 1, 2017 and continue for twenty-four (24) months thereafter. This Agreement may be terminated by Customer upon written notice delivered to Company at least thirty (30) days prior to the effective date of termination, or by Company upon written notice delivered to Customer at least thirty (60) days prior to the effective date of termination. In the event either party terminates the Agreement pursuant to this Paragraph, Company shall only receive payment for the services actually performed by Company up to the termination date. No additional payments, penalties and/or early termination charges shall be required upon Customer's termination of the Agreement. The Agreement shall automatically renew and continue in effect for a term of one (1) year each following the initial period, unless the Kendall County Forest Preserve District notifies vendor in writing by or before thirty (30) days prior to the expiration of the initial period, or each subsequent one (1) year period, that the Kendall County Forest Preserve District does not wish to continue the agreement."
- 4. Within Section 3 'SERVICES GUARANTEE: CUSTOMER TERMINATION' of Company's Terms and Conditions, the first sentence is stricken in its entirety.
- 5. Section 4 'CHARGES; PAYMENTS; ADJUSTMENTS' of Company's Terms and Conditions is hereby stricken in its entirety and replaced with the following: "Payment of invoices shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.) Should any changes to: (a) relevant regulations, laws, or codes; (b) disposal costs; (c) transportation costs due to a change in location of Customer or the disposal facility used by Company; (d) increased or modified services or equipment; (e) increased uncontrollable costs and surcharges, such as environmental and regulatory costs; or (f) the average composition/weight of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Service Agreement are based, substantially affect the Company's services or obligations, Customer agrees to attempt to negotiate with Company for appropriate changes to the scope and/or price of this Agreement. In the event that Customer and Company are unable to mutually agree to an adjustment in the Rates and/or scope of this Agreement, either party may immediately terminate the Agreement upon providing written notice to the other party."

- 6. Within Section 5 'CHANGES' of Company's Terms and Conditions, the word "orally" and the phrase "or by the actions and practices of the parties" are hereby deleted.
- 7. Within Section 6 'EQUIPMENT, ACCESS' of Company's Terms and Conditions, the final sentence is amended by the addition of "except to the extent of Company's negligence, willful misconduct, or violation of applicable law..." between the words "and that" and "Company".
- 8. Section 7 'LIQUIDATED DAMAGES' of Company's Terms and Conditions is stricken in its entirety.
- 9. Within Section 8 'INDEMNITY' of Company's Terms and Conditions, the paragraph beginning with "Customer agrees to indemnify..." is stricken in its entirety.
- 10. Section 9 'RIGHT OF FIRST REFUSAL' of Company's Terms and Conditions is stricken in its entirety.
- 11. Section 10 'DISPUTE RESOLUTION' of Company's Terms and Conditions is stricken in its entirety.
- 12. Within Section 11 'MISCELLANEOUS' of Company's Terms and Conditions, the words "strikes, labor trouble" are deleted from the first sentence.
- 13. Within Section 11 'MISCELLANEOUS' of Company's Terms and Conditions, the sentence labeled "c" is stricken in its entirety.
- 14. Within Section 11 'MISCELLANEOUS' of Company's Terms and Conditions, the sentence labeled "g" is stricken in its entirety.

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date first set forth above.

COMPANY:	CUSTOMER:
Waste Management of Illinois, Inc.	Kendall County Forest Preserve District, a unit of Local Government
By: Melissa Galindo	Ву:
Its: Outside Sales Representative	Its:
Date:4/26/17	Date:

Waste Management
Bid Form Prices and Service Agreement Costs Reconciliation Addendum
Monthly and Annual Cost Projections
2-May-17

BID REQUIREMENTS HARRIS FOREST PRESERVE (WM#S0008637734)

HARRIS FOREST PRESERVE (WM#S0008637734)						Notes
				WM Servi	WM Service Agreement	
Container size: 8 yd trash / 2 yd. recycling	Waste !	Manager	Waste Management Bid		Costs	
Trash Service	Annual	Н	Monthly	Annual	Monthly	
April through November (1 X per week)	\$ 75	755.68 \$	94.46	\$ 755.68	58 \$ 94.46	\$ \$19.46 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
December through March (1 X per 2-week)	\$ 22	226.72 \$	26.68	\$ 226.72	72 \$ 56.68	\$ \$11.68 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
Recycling Service						
April through November (1 X per week)	\$ 32.	352.64 \$	44.08	\$ 352.64	54 \$ 44.08	\$ \$9.08 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
December through March (1 X per 2-week)	2 \$	75.56 \$	18.89	\$ 75.56	56 \$ 18.89	\$3.89 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
		The converse				
HOOVER FOREST PRESERVE (WM#S0008638328)						Per WM approved alternative trash dumpster @ 8 yards picked up twice weekly.
Container size: 10 yd trash / 4 yd. recycling		_				
Monthly Trash Service		_				
April through November (1 X per week)	\$ 1,007.60		\$ 125.95	\$ 1,007.60	60 \$ 125.95	\$25.95 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
December through March (1 X per 2-week)	\$ 25	251.92 \$	62.98	\$ 252.00	00 \$ 63.00	\$8.00 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
Monthly Recycling Service						
April through November (1 X per week)	\$ 25	251.92 \$	31.49	\$ 251.92	92 \$ 31.49	\$6.49 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
December through March (1 X per 2-week)	\$ 7.	75.56 \$	18.89	\$ 75.56	56 \$ 18.89	§ \$3.89 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR CHARGE ONLY
ELLIS HOUSE AND EQUESTRIAN CENTER (WM S0008638480)	869800	480)				
Container size: 4 yd trash / 4 yd. recycling						
Monthly Trash Service						
April through October (1 X per week)	\$ 48	484.89 \$	69.27	\$ 484.89	89 \$ 69.27	\$14.27 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
November through March (1 X per 2-week)	\$ 18	188.90 \$	37.78	\$ 188.90	90 \$ 37.78	\$ \$7.78 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
Monthly Recycling Service		_				
April through October (1 X per week)	\$ 22	220.43 \$	31.49	\$ 220.43	43 \$ 31.49	\$6.49 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY
November through March (1 X per 4-week)	\$	94.45 \$	18.89	\$ 94.45	45 \$ 18.89	\$3.89 PER MONTH MAXIMUM ALLOWABLE FUEL & ENVIRONMENTAL/RCR SURCHARGE ONLY

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Kendall County Forest Preserve District

Garbage & Recycling Hauling Request for Quotation ("RFQ")



March 21, 2017

REQUEST FOR QUOTATIONS/BIDS

Garbage & Recycling Hauling

On behalf of the Kendall County Forest Preserve District ("KCFPD"), I invite you to furnish quotes in accordance with the Garbage & Recycling Hauling services specifications described herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this service.

The deadline for receiving quotes is Wednesday, April 12, 2017 at 10:00 am, with trash and recycling services to commence May 1, 2017.

Any questions received shall be answered at the discretion of the KCFPD. All questions must be submitted no later than 4:30 pm on April 3, 2017.

Responses to questions will be made available to all firms participating in this request for quotation. , after which date no additional questions will be considered. Replies will be issued to all Bidders/ Vendors of record in writing and will become part of the RFQ Documents. Further, all replies shall be posted online as Addenda to the RFQ. Such addenda shall be posted at http://www.co.kendall.il.us/call-for-bids/

Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.

INSTRUCTION TO BIDDERS

General Description: Sealed bids are being accepted for Garbage & Recycling Hauling. Instructions to bidders and specifications will be available after March 21, 2017 between 8:00 a.m. – 4:00 p.m. daily in the Kendall County Forest Preserve District Office, 110 W. Madison Street, Yorkville, IL 60560 – telephone (630) 553-4025. All bidding documentation and addenda issued will also be available online at http://www.co.kendall.il.us/call-for-bids/. Bidders are responsible for reviewing the website and obtaining any Addenda issued prior to the submittal date.

Examination: Bidders shall receive a copy of the Instruction to Bidders, Agreement, General Terms & Conditions and all subject attachments to use in preparing a bid. Examine the documents and the described sites to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions, which can be determined by examining the documents and site.

Questions and Interpretations: Submit questions about the documents to the Director of the Kendall County Forest Preserve District in writing via facsimile (630) 553-4023 or by email at kcforest@co.kendall.il.us. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the RFQ and Agreement. Such addenda shall also be posted at http://www.co.kendall.il.us/call-for-bids/. Questions will not be answered by oral clarification.

Failure to request clarification will not waive responsibility of comprehension of the documents and performance of the work in accordance with the intent of the documents.

<u>Submittal:</u> Submit completed bid and other required documents in a sealed envelope clearly marked "Kendall County Forest Preserve District Garbage & Recycling Hauling" with the name and address of the bidder. No responsibility shall be attached to the Kendall County Forest Preserve District for the premature opening of any bid not properly addressed and identified. Bids shall be stamped with the date and time received.

No bid will be considered unless all stipulations of this document and the Agreement have been completed, which includes Attachment C-Fees and Reimbursements. Further, Bidder must sign and agree to the "Agreement" and "General Terms & Conditions" contained within and include such signed documents with their bids.

Completed bids shall be delivered or mailed to: Kendall County Forest Preserve District, 110 W. Madison Street, Yorkville, Illinois, 60560.

Bids must be received before April 12, 2017 at 10:00 a.m. in order to be considered. Proposals received after the Due Date will not be considered.

Bids shall be deemed a Firm Offer continuing for sixty (60) days after Date and Time set for Opening of Bids and thereafter until withdrawn by Written Notice received by the Kendall County Forest Preserve District. Bids may not be modified, withdrawn, or cancelled by the Bidder during this time period.

The Bidder acknowledges that all proposal materials become the property of the KCFPD and, as such, may be available to the public. By submitting a bid, the Bidder acknowledges that the KCFPD's decision is final, binding, and conclusive upon the Bidder for all purposes.

Pre-qualification: The bidder shall submit on a separate document, to be included with the bid, three current references, which are similar in size and scope of work to this bid. The references shall include the company

name, contact person's name, company address, and company telephone number. The bidder shall also submit with the bid a copy of all pertinent licenses, which are required in the performance of this work.

The Kendall County Forest Preserve District also reserves the right to require bidders to provide information necessary to determine the qualification of the bidder to satisfactorily perform the work including:

- · Has adequate equipment to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Have the appropriate technical expertise, certification, degree, and experience.
- Has satisfactorily performed contracts of similar nature and magnitude.

Opening of Bids: The bids shall be opened and publicly read on April 12, 2017 at 10:15 a.m. by the Director of the Kendall County Forest Preserve District or designee at 110 W. Madison Street, Yorkville, Illinois, 60560. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all bidding documents to the Forest Preserve Finance Committee.

<u>Award/Selection:</u> It is the intent of the KCFPD to award the bid to the lowest responsive and responsible bidder who has met all stipulations of this document and the Agreement and are in agreement with the General Terms & Conditions contained herein. Low bid will be established by comparing Attachment C for the bidders that meet all requirements.

Rejection of Bids: The Kendall County Forest Preserve District Board, Forest Preserve District Finance Committee, and Forest Preserve Director reserve the right to reject any or all bids; to waive technicalities; and reserve the right to award a contract, which is in the best interests of the Kendall County Forest Preserve District.

<u>Disqualification:</u> The Kendall County Forest Preserve District reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder. Further, any of the following may be considered sufficient for the disqualification of a Bidder and the rejection of his/her bid(s) as a non-responsible bidder:

- 1. Lack of responsibility as revealed by either financial or technical experience statements, as submitted.
- 2. Lack of expertise and poor workmanship as shown by performance history.
- 3. Uncompleted work under other contracts that in the judgment of the County might hinder or prevent the prompt completion of additional work is awarded.
- 4. Being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.

<u>Change in Ownership/Financial Status:</u> The Bidder shall notify the KCFPD immediately of any change in its status resulting from any of the following:

- 1. Bidder is acquired by another party.
- Bidder becomes insolvent.
- 3. Bidder, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act.
- Bidder ceases to conduct its operations in normal course of business.

KCFPD shall have the option to terminate its contract with the successful Bidder immediately on written notice based on any such change in status.

<u>Execution of Contract:</u> Notwithstanding any delay in the preparation and execution of the formal Agreement, each bidder shall be prepared, upon written notice of bid acceptance, to commence work within 10 days following receipt of official written order of the KCFPD to proceed, or on date stipulated in such order.

The awarded bidder shall assist and cooperate with the KCFPD in preparing the Agreement, and within 10 days following its presentation shall execute same and return to the Director of the Kendall County Forest Preserve District. The "General Terms & Conditions" within this RFQ must be agreed to by each bidder and incorporated into any final contract/agreement.

The awarded Bidder will be an independent contractor. The Bidder is not, and will not be, an employee or agent of the Kendall County Forest Preserve District.
March 21, 2017

ATTACHMENT A SCOPE OF WORK

A. Garbage Hauling

Site	Address	Size Dumpster	Frequency
Harris Forest Preserve	10460 Route 71, Yorkville IL	8 Yard	1 Time per week on Mondays April 1 through December 1
Harris Forest Preserve	10460 Route 71, Yorkville IL	8 Yard	1 Time every 2 weeks on Monday December 2 through March 31
Hoover Forest Preserve	11285 Fox Road, Yorkville IL	10 Yard	1 Time per week on Mondays April 1 through December 1
Hoover Forest Preserve	11285 Fox Road, Yorkville IL	10 Yard	1 Time every 2 weeks on Mondays December 2 through March 31
Ellis House and Equestrian Center	13986 McKanna Road, Minooka IL	4 Yard	1 Time per week on Mondays April 1 through November 1
Ellis House and Equestrian Center	13986 McKanna Road, Minooka IL	4 Yard	1 Time every 2 weeks on Mondays November 2 through March 31

B. Recycling Hauling

Site	Address	Size Dumpster	Frequency
Harris Forest Preserve	10460 Route 71, Yorkville IL	2 Yard	1 Time per week on Mondays April 1 through December 1
Harris Forest Preserve	10460 Route 71, Yorkville IL	2 Yard	1 Time every 4 weeks on Mondays December 2 through March 31
Hoover Forest Preserve	11285 Fox Road, Yorkville IL	4 Yard	1 Time every 2 weeks on Mondays April 1 through December 1
Hoover Forest Preserve	11285 Fox Road, Yorkville IL	4 Yard	1 Time every 4 weeks on Mondays December 2 through March 31
Ellis House and Equestrian Center	13986 McKanna Road, Minooka IL	4 Yard	1 Time every 2 weeks on Mondays April 1 through November 1
Ellis House and Equestrian Center	13986 McKanna Road, Minooka IL	4 Yard	1 Time every 4 weeks on Monday November 2 through March 31

ATTACHMENT B PLACES OF SERVICE

Services performed under this agreement shall be at the following locations:

Harris Forest Preserve 10460 Route 71 Yorkville, IL 60560

Hoover Forest Preserve 11285 Fox Road Yorkville, IL 60560

Ellis House and Equestrian Center 13986 McKanna Road Minooka, IL 60447

ATTACHMENT C FEES & REIMBURSEMENTS

A. GARBAGE HAULING

<u>Harris Forest Preserve – Garbage Hauling</u>

\$_	755.68	total per month X 8 months (April 1 through December 1)
\$	226.72	total per month X 4 months (December 2 through March 31)
Hoo	over Forest Preserve – Ga	urbage Hauling
\$	1007.60	_total per month X 8 months (April 1 through December 1)
\$_	251.92	total per month X 4 months (December 2 through March 31)
Elli	s House and Equestrian C	Center
\$_	484.89	_ total per month X 7 months (April 1 through November 1)
\$_	188.90	_ total per month X 5 months (November 2 through March 31)
В.	RECYCLING HAULIN	NG
Har	ris Forest Preserve – Rec	yeling Hauling
\$_	352.64	total per month X 8 months (April 1 through December 1)
\$_	75.56	total per month X 4 months (December 2 through March 31)
Hoo	over Forest Preserve – Re	cycling Hauling
\$_	251.92	total per month X 8 months (April 1 through December 1)
\$_	75.56	total per month X 4 months (December 2 through March 31)

Ellis House and Equestrian Center - Recycling Hauling

\$total	per month X 7 mor	nths (April 1 th	rough No	vember 1)
\$ 94.45 total	per month X 5 mor	nths (Novembe	er 2 throug	h March	31)
Per event cost for additional trash	and/or recycling wa	ste removal pe	er KCFPD	request:	
Harris Forest Preserve	Trash \$ 75.57	_Recycling \$_	62.98	Both \$	138.55
Hoover Forest Preserve	Trash \$ 88.16	_Recycling \$_	75.57	Both \$	163.73
Ellis House and Equestrian Center	Trash \$ 62.98	_ Recycling \$_	50.38	Both \$	113.36

Vendor: Waste Management

Signed: Melissa Galindo

Print Name: Melissa Galindo

Date: 4/12/17

ATTACHMENT D Physical Descriptions & Pictures

Ellis House and Equestrian Center 13986 McKanna Road, Minooka

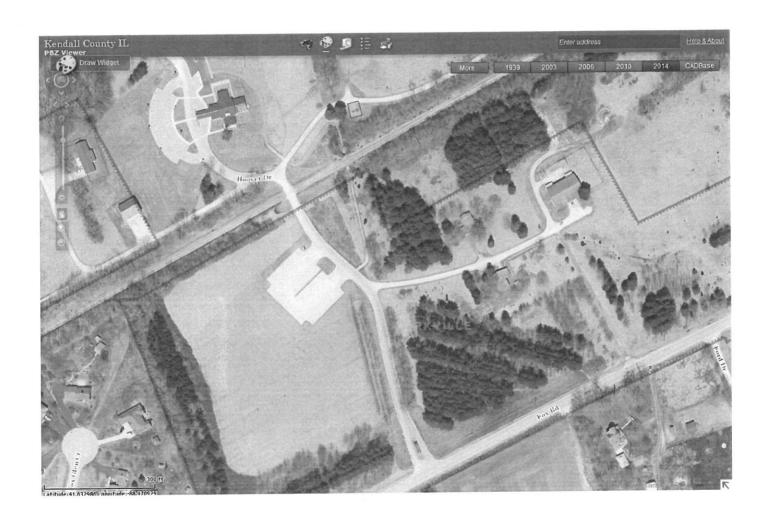
Dumpster Location highlighted below.



ATTACHMENT D Physical Descriptions & Pictures

Hoover Forest Preserve 11285 Fox Road, Yorkville

Dumpster location highlighted below.



ATTACHMENT D Physical Descriptions & Pictures

Harris Forest Preserve 10460 Route 71, Yorkville

Dumpster location highlighted below.



INVOICE EXAMPLE

Vendor shall invoice KCFPD on a monthly basis for previous work performed from the first to the last day of the month. *Invoice shall be submitted to KCFPD for receipt on the first day of each month*.

LOCATION	TOTAL
Harris Forest Preserve 10460 Route 71, Yorkville	
May 1 - May 31 Monthly Billing	
Waste Hauling	75.00
Recycling	35.00
Miscellaneous Charges	28.54
Sub-Total Harris Forest Preserve	\$ 138.54
Hoover Forest Preserve 11285 Fox Road, Yorkville IL	
May 1- May 31 Monthly Billing	
Waste Hauling	100.00
Recycling	25.00
Miscellaneous Charges	32.44
Sub-Total Hoover Forest Preserve	\$ 157.44
Ellis House and Equestrian Center 13986 McKanna Road, Minooka IL	
May 1- May 31 Monthly Billing	
Waste Hauling	55.00
Recycling	25.00
Miscellaneous Charges	20.76
Sub-Total Ellis House and Equestrian Center	\$ 100.76
TOTAL	\$ 396.74



Waste Management of Illinois, Inc. 700 E Butterfield Rd 4th FL Lombard, IL, 60148-6006 (800) 796-9696

WM Agreement # Customer Acct #

S0008638328

Acct. Name

KENDALL COUNTY FOREST PRESERVE

Salesperson Effective Date Last API Date Melissa Galindo 5/1/2017

Service Agreement Non-Hazardous Waste Service Summary

Service Ir	nformation	CENTER OF THE PARTY OF THE PART			Billing In	formation			
Name	KENDALL COUNTY FOREST PRESERVE	Contact	Dave Guritz		Name	KENDALL COUNTY FOREST PRESERVE 110 W MADISON ST	Contact	Dave Guritz	
Address	11285 FOX RD	Telephone #	(630) 553-4131		Address	TO W MADISON ST	Telephone #	(630) 553-41	31
City State Zip	YORKVILLE, IL 60560-9535	Fax#			City State Zip	YORKVILLE, IL 60560-1465	Fax#		
County/Parish	KENDALL	Email	dguritz@co.kendall.	il.us	County/Parish	KENDALL	Email	dguritz@co.	kendall.il.us
WM service ago agreement, the controlling. Cur base rate per m	ments: Should any confli reement and the terms re terms and conditions of rent agreement 4/1-12/1 no; recycling 1x per mont	equired of Kendall the Kendall Coun Effect 12/2-3/31 h \$15 base rate p	County Forest Preserve ty RFQ contract will be trash 1x every other wee er mo.		PO#				
Service L	Description & R	ecurring R	ates			The state of the s			
Quantit	ty Equipm 8 Yard		Material Stream		Frequency Ex Per Week	Base Rate Fuel & Environmer	ntal/RCR	\$ \$	100.00 25.95 *
						TOTAL:		¢	125.95*
	Current rate	e for Extra Pick 	(up (per Lift): \$ 70.00)		TOTAL.		Φ	125.55
Quanti	ty Equipm 4 Yard Recyc	FEL	Material Stream Single Stream Recycling		Frequency Per Even Wee	Base Rate ek Fuel & Environmer	ntal/RCR	\$ \$	25.00 6.49 *
	Current rate	e for Extra Pick	kup (per Lift): \$ 60.00	0		TOTAL:		\$	31.49*
Customer's	s Waste Materials r	not to exceed	an average weigh	t of Ib	s/yard.	Administrative Ch	arge	\$	5.00* 162.44*
*Fuel Surcha	chown above are set	narge, and Regu	current rates at removal, overage services and cullatory Cost Recovery	the times and rent p ("RCR culate	ges are for rec ne of service. T d contamination rices. ") Charge appl d at the time of	urring services only. Cha hese include but are not n. Contact Waste Manag y to all other Charges w invoicing based on a pe and a Recycle Material C	limited to: extra gement for a full hether or not lise ercentage of the	a pickups, cor list of such a sted on this su charges. Inf	ntainer dditional mmary; ormation
the Charges	. An Administrative Ch	arge per invoice	will be assessed and	can be	e removed by e	enrolling in paperless sta	tements and at	nomated pay	nents.
Contract T	Term for monthly	rate services	is for 3 year(s) for 12 months ('Rene	rom t	he Effective	e Date ('Initial Term ss terminated as se	') and it sha et forth here	II automati in.	cally
The individua		nt on behalf of o	customer acknowledge	s that	he/she has rea	ad and accepts the terms			ment which
Customer Sign	nature	Printed Nam	е	-	Title		Date		
					Waste Manage	ement Sales Rep.			
Company Was	ste Management of Illinois	S, Printed Nam	е		Title		Date		
			Terms and Cond	dition	s on followin	g page(s)			

- 1. SERVICES RENDERED: WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary. Customer represents and warrants that the materials to be collected under this Agreement, and the Service Address and Experiment of a Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, esbectos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste profits sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company and additional Exhibit L to this Agreement), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
- 2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.
- 3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination of this Agreement, such termination of the minimation of the property of the payment of the property of the property
- 4. CHARGES; PAYMENTS, ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportant costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in any Consumer Price Index or components thereof applicable to the Services provided under this Agreement plus four percent of the then current Charges, Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional charges if additional services are provided as needed to Customer, including, but not limited to: container relocation or removal; gate, enclosure or roll out services; account resume services; and extra trip charges. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Increases for reasons other than as specified herein are s

subject to Customer's rights under Section 3.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation charge In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

- 5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.
- 6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.
- 7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Charges multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages an anomalty.
- 8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

 Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's waste Materials.

 Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

- 9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
- 10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). CLASS ACTION WAIVER: Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company, EXCLUDED CLAIMS: The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.
- 11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be building on and shall insure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to Company's address on the first page of the Service Summary. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's each and court costs.

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

 a. (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, acrosol cans, agrosol cans, agrosol cans, agrosol cans, agrosol cans, agrosol cans, agrosol cans, and rigid container plastics #1-7, including parrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials. (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications (circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recycleamerica.com or such specifications communicated to Customer by Company.

 b. Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.

 c. Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such mater
- Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, are damages shall be determined by Company to have a positive value. If a breach occurs under such circumstances, are damages shall be determined by Company to have a positive value. If a breach occurs under such circumstances, are damages shall be determined by Company to have a positive value. If a breach occurs under such circumstances, are damages shall be determined by Company to the such as a company to light loads. Customer shall be pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.



Waste Management of Illinois, Inc. 700 E Butterfield Rd 4th FL Lombard, IL, 60148-6006 (800) 796-9696

WM Agreement # Customer Acct #

S0008638480

Acct. Name

KENDALL COUNTY FOREST **PRESERVE**

Salesperson Effective Date Last API Date Melissa Galindo 5/1/2017

Service Agreement Non-Hazardous Waste Service Summary

Service Ir	nformation				Rilling in	formation			
Name	KENDALL COUNTY FOREST PRESERVE	Contact	Dave Guritz		Name	KENDALL COUNTY FOREST PRESERVE	Contact	Dave Guri	tz
Address	13986 MCKANNA RD	Telephone #	(630) 553-4131		Address	110 W MADISON ST	Telephone #	(630) 553-	4131
City State Zip	MINOOKA, IL 60447-962	²⁵ Fax #			City State Zip	YORKVILLE, IL 60560-1465	Fax #		
County/Parish	KENDALL	Email	dguritz@co.kendall.	il.us	County/Parish	KENDALL	Email	dguritz@d	o.kendall.il.us
WM service agr agreement, the controlling. Curi \$30 base rate p	ments: Should any conflic reement and the terms red terms and conditions of the rent WM agreement 4/1-1 per mo; recycling 1x per m	quired of Kendall ne Kendall Count 1/1. Effect 11/2-3 onth \$15 base ra	County Forest Preserve y RFQ contract will be 1/31 trash 1x every other te per mo.		PO#				
Service D	escription & Re	curring R	ates		Cov. Cover or age				
Quantit	Equipme 4 Yard F		laterial Stream SW Commercial		Frequency x Per Week	Base Rate Fuel & Environme	ntal/RCR		\$ 55.00 \$ 14.27 *
	Current rate	for Extra Pick	up (per Lift): \$ 60.00)		TOTAL:			§ 69.27 *
Quantit 1	Equipme 4 Yard F Recycli	EL	laterial Stream Single Stream Recycling		Frequency Per Even Wee	Base Rate ek Fuel & Environme	ntal/RCR		\$ 25.00 \$ 6.49 *
	Current rate	for Extra Pick	up (per Lift): \$ 40.00)		TOTAL:			\$ 31.49*
Customer's	Waste Materials no	ot to exceed	an average weight	of lb	s/yard.	Administrative Cl	harge		5.00* 5 105.76*
*Fuel Surcha	rge, Environmental Charses can be found a An Administrative Cha	nated, and actuate twww wm com	current rates at t removal, overage services and cur latory Cost Recovery (al amounts will be cald //billhelp, State & Loca	Charges and rent poor ("RCR culated taxes	ges are for recipe of service. To dontamination rices. To Charge appled at the time of s. and/or fees a	invoicing based on a pand a Recycle Material (t limited to: extra gement for a ful whether or not lis ercentage of the Offset, if applica	a pickups, on the sted on this end on this end on this end on this end on the steel will also the steel will also the steel end of the steel e	ontainer additional summary; nformation be added to
Contract T	erm for monthly reafter for addition	ate services	is for 3 year(s) fr	om t	he Effective	Date ('Initial Term	') and it sha	II automa	
The individua	I signing this agreemen his service summary sh	t on behalf of c	ustomer acknowledge:	s that	he/she has rea	ad and accepts the term			eement which
Customer Sign	ature	Printed Name		- 1	Title		Date		
Company Wast Inc.	te Management of Illinois,	Printed Name	Terms and Cond		Title	ement Sales Rep.	Date		

- 1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestors-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of any waste tries, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company an additional Exhibit L to this Agreement), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
- 2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighly (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.
- 3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination of the of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.
- 4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials or if the

subject to Lustomer's rights under Section 3.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation charge in the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

- 5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.
- 6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.
- 7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its ix most recent monthly Charges (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Charges multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a possible.
- 8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

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

 Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

- 9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
- 10, DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and 10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), customer and Company agree that ANY and all existing or future controversy or claim between them arising out or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). CLASS ACTION WAIVER: Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company, EXCLUDED CLAIMS: The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (injudieded or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.
- 11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foresceable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events, (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, (c) This Agreement represents the entire agreement between the parties and supersedes and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to Company's address on the first page of the Service Summary. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provisions shall be severed from and shall not affect the remainder of this Agreement; the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's ees and court costs.

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

 a. (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments theretor or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recycleamerica.com or such specifications communicated to Customer by Company.

 b. Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.

 c. Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may b
- Damages.

 e. Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.



Waste Management of Illinois, Inc. 700 E Butterfield Rd 4th FL Lombard, IL, 60148-6006 (800) 796-9696

WM Agreement # Customer Acct #

S0008637734

Acct. Name

KENDALL COUNTY FOREST PRESERVE

Salesperson Effective Date Last API Date Melissa Galindo 5/1/2017

Service Agreement
Non-Hazardous Waste Service Summary

NOH-Haz	zardous waste	Service S	ummary					
Service I	nformation			Billing In	formation			
Name	KENDALL COUNTY FOREST PRESERVE	Contact	Dave Guritz	Name	KENDALL COUNTY FOREST PRESERVE	Contact	Dave Guritz	
Address	10460 ROUTE 71	Telephone #	(630) 553-4131	Address	110 W MADISON ST	Telephone #	(630) 553-41	31
City State Zip	YORKVILLE, IL 60560	Fax #		City State Zip	YORKVILLE, IL 60560-1465	Fax#		
County/Parish		Email	dguritz@co.kendall.il.u	s County/Parish	KENDALL	Email	dguritz@co.	kendall.il.us
WM service ago agreement, the controlling. Cur \$45 base rate p	ments: Should any conflict reement and the terms req terms and conditions of the rent WM agreement 4/1-12 per mo; recycling 1x per mo Description & Re	uired of Kendall C e Kendall County 2/1. Effect 12/2-3/ onth \$15 base rate	County Forest Preserve RFQ contract will be 31 trash 1x every other we e per mo.	1 011				
STATES VANCOUNTY TO								
Quantit	Equipme 2 Yard Fi		aterial Stream	Frequency	Base Rate		\$	35.00
1	Recyclin		Single Stream Recycling	1x Per Week	Fuel & Environmer	ntal/RCR	\$	9.08 *
					TOTAL			
	Current rate f	or Extra Picku	p (per Lift): \$ 50.00		TOTAL:		\$	44.08*
Quantit	ty Equipme	nt Ma	aterial Stream	Frequency	Base Rate		\$	75.00
1	8 Yard FE	EL MS	W Commercial	1x Per Week	Fuel & Environmen	ntal/RCR	\$	19.46 *
	Current rate f	or Extra Picku	p (per Lift): \$ 60.00		TOTAL:		\$	94.46*
Customer's	Waste Materials not	t to exceed a	n average weight of	lbs/yard.	Administrative Ch	arge	\$	5.00*
nitial One Ti	me Service Charges*		As Needed Service	es*	GRAND TOTAL		\$	143.54*
			current rates at the tremoval, overages a	time of service. The and contamination	urring services only. Cha hese include but are not n. Contact Waste Manag	limited to: extra	pickups, cont	tainer
any amounts about these o	shown above are estimated are can be found at	ated, and actual www.wm.com/b	amounts will be calcula illhelp. State & Local tax	CR") Charge apply ted at the time of kes, and/or fees a	y to all other Charges wh invoicing based on a per and a Recycle Material O prolling in paperless stat	rcentage of the ffset, if applicab	Charges. Info le, will also be	rmation e added to
					Date ('Initial Term'			ally
The individual		on behalf of cus	tomer acknowledges th	at he/she has rea	d and accepts the terms			nent which
Customer Signa	ature	Printed Name		Title		Date		
				Waste Manage	ment Sales Rep.			
Company Waste	e Management of Illinois,	Printed Name		Title		Date		
			Terms and Conditio	ns on following	g page(s)			

- 1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated solis, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste tries, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state or local privacy and security laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company and additional Exhibit L to this Agreement), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
- 2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.
- 3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)). Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination of this Agreement, such termination of the provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.
- 4. CHARGES; PAYMENTS; ADJUSTMENTS. (Denorecipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials or; if the average weight per yard of Customer's Waste Materials oraced the amount of the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharges, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary Customers's Last Annual Price Increase ("API") Date) for increases in any Consumer Price Index or components thereof applicable to the Services provided under this Agreement plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional charges if additional services are provided as needed to Customer for increases in any Consumer Price Index or components thereof applicable to the Services provided under this Agreement plus four percent of the ten current Charges. Any increase in Charges and provided a

- 5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.
- 6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.
- 7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company 7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of it in Intel or Renewal 1 erm ("1 erm") for any reason other than as set forth in Section 3, or in the event Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Charges) multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed
- 8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided

occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Lustomer's Waste Materials in a facility owned by the Company or a waste Materials and the transportation of Lustomer's Maste Materials.

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

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

- 9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
- 10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Cus 10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.mm.com for details on arbitration procedures). CLASS ACTION WAIVER: Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company, EXCLUDED CLAIMS: The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (injudieded or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.
- 11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foresecable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected parry shall be excussed from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (c) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to Company's address on the first page of the Services Summary. (f) If any provision of this Agreement is declared roceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer between the parties and the contractive and the customer shall be required from any the Company's attempting the severed provision. hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

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

 a. (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, acrosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recycleamerica.com or such specifications communicated to Customer by Company.

 b. Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.

 c. Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establis
- Damages.
 e. Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.

To: Kendall County Forest Preserve District Finance Committee

From: David Guritz, Director

RE: Policy Discussion – Affordable Care Act Requirements for Extension of Medical Insurance Benefits Coverage for District Employees Exceeding an Average of 30 Hours of Service per Week within 6-Month Measurement Periods

District leadership, under recommendation from the State's Attorney's Office, consulted with Jim Pajauskas, Vice President - Sales and Strategic Planning for CBIZ Employee Services Organization to review employer requirements for extension of health insurance coverage to employees exceeding 30 hours of service per week within the District's 6-month measurement periods. The District's six month measurement periods are January 1 through June 30 and July 1 through December 31 of each year.

- Under the "Employer Mandate" of the Affordable Care Act, employers must offer health insurance that is affordable and provides minimum value to 95% of their full-time employees and their children up to age 26, or be subject to penalties. This applies to employers with 50 or more full-time employees, and/or full-time equivalents (FTEs). Employees who work 30 or more hours per week are considered full-time.
- 2. Coverage is considered "affordable" if employee contributions for employee-only coverage do not exceed a certain percentage of an employee's household income (9.69% in 2017). Coverage is affordable if the cost of self-only coverage is less than the indexed threshold of the following:
 - Employee's W-2 wages (reduced for any salary reductions under a 401(k) plan or cafeteria plan)
 - o Employee's monthly wages (hourly rate x 130 hours per month)
 - Federal Poverty Level for a single individual
- 3. Employers who fail to offer coverage to at least 95% of full-time employees and dependents may be subject to a penalty of \$2,260 per full-time employee minus the first 30. Employers who offer coverage may still be subject to a penalty if the coverage is not affordable, or does not provide minimum value. (District plans currently meet minimum value). This penalty is the lesser of either \$3,390 per full-time employee receiving a federal subsidy for coverage purchased on an exchange, or \$2,260 per full-time employee minus the first 30. Employers must treat all employees who average 30 hours a week as full-time employees.

*Example 1: employer does not offer coverage to full-time employees:

300 Full time employees. One employee purchases coverage on the marketplace and is eligible for a federal premium subsidy. Penalty is \$2,260 per full-time employee, minus the first 30 employees:

300 - 30 = 270. $270 \times \$2,260 = \$610,200$.

*Example 2: employer offers coverage that does not meet the minimum value and affordability requirements: 300 Full time employees. 15 employee purchases coverage on the marketplace and are eligible for a federal premium subsidy. Penalty is lesser of \$2,260 per full-time employee, minus the first 30 employees, OR \$3,390 per full-time employee receiving a federal premium subsidy

300 - 30 = 270. $270 \times \$2,260 = \$610,200$; or, $15 \times \$3,390 = \$50,850$.

- 4. Employers have the ability to set the premium ratio as long as cost incurred by the employee does not exceed 9.69% of the employee's W-2 wages, monthly wages totaling 130 hours X the employee's hourly salary, or fall below the federal poverty level for a single individual (\$11,800 per year in 2017).
 - *Example 3: employer offers single coverage of the lowest-cost health insurance plan where 10% of the insurance premium is deducted from the employee's gross salary: An employee works on average 32.5 hours per week with an hourly salary of \$12 per hour, or 130 hours every 4-weeks: \$12 X 130 = \$1,560 per month X 9.69%=\$151.16 per month X 12 months = \$1,813.96 maximum out-of-pocket annual premium cost

Current District HMO single coverage total cost = \$8,908.28 X 10% employee deduction = \$890.82

\$890.82 is less than the maximum out of pocket annual premium cost of \$1,813.96. Employer is in compliance with the ACA Employer Mandate.

KCFPD - Draft Policy for Discussion - Variable Hour Employees

Based on the facts and circumstances at the start date of the employee, if the District cannot determine whether the employee is reasonably expected to be employed on average at least 30 hours per week, the employee will be considered a variable hour employee and will not be eligible for health insurance benefits unless the employee averages 30 hours of service per week or more for a measurement period of six months from January 1st through June 30th and July 1st through December 31st of each year.

If a variable hour employee averages 30 hours of service per week or more during the any single measurement period, the employee will be eligible for to enroll in health insurance for the subsequent six month period of service. The variable hour employee will not be eligible for health insurance benefits beyond a period of six months if the employee averages less than 30 hours of service per week during the subsequent measurement period.

Variable hour employees exceeding 30 hours per week within a measurement period will be eligible to enroll in the District's benefit programs offered to full-time employees within subsequent measurement period, with the District covering 90% of the insurance premium cost for single coverage. Variable employees may elect to decline enrollment within health insurance coverage and other benefit program options with the exception of IMRF.

CHAPTER V BENEFITS

Section 5.1 INSURANCE - EMPLOYEES AND DEPENDENTS:

This portion of the Employee Handbook contains a very general description of the insurance benefits to which you may be eliqible to receive as an employee of the County. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Summary plan descriptions (SPDs) which explain coverage of your health, dental and life insurance benefits in greater detail are available in the Office of Administrative Services. The actual plan documents, which are available by making a written request to the County Administrator, are the final authority in all matters relating to benefits described in this Employee Handbook or in the summary plan descriptions and will govern in the event of any conflict. To the extent that any of the information contained in this Employee Handbook is inconsistent with the official plan documents, the provisions of the official plan documents will govern in all cases. Nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the County and its employees, retirees or their dependents, for benefits or for any other purpose. The County reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including insurance carriers, health maintenance organizations, self-insurance, and/or any health benefits that may be extended to an employee's dependents. Further, the County reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of the plan.

The County provides life insurance, accidental death and dismemberment insurance, and dental insurance to the employee and the employee's qualified dependents. Plan documents for specific benefits are available at the Office of Administrative Services. To be eligible for these benefits, an employee must consistently work a minimum of thirty-four (34) hours per week. Dental and life insurance coverage shall commence on the first of the month after the employee has completed thirty (30) consecutive calendar days of continuous active employment with the County and shall cease on the last day of the month in which any of the following events occur: the employee's final day of employment; when regularly scheduled hours are reduced below 34 hours per week; or upon another "qualifying event" as defined under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

The County also provides medical and hospitalization insurance to the employee and the employee's qualified dependents. Plan documents for specific benefits are available at the Office of Administrative Services. Dependent coverage at group rates is available. To be eligible for medical and hospitalization insurance, an eligible employee must consistently work a minimum of thirty (30) hours per week.

At the employee's option, the employee may elect coverage through any one of the applicable health insurance plans made available by the County. An employee will have up to thirty (30) days from the start of your employment to make your health insurance plan election. Once made, the employee's election is generally fixed for the remainder of the plan year. However, if a qualifying event (as defined under COBRA) occurs, an employee may make a mid-year change in coverage. Temporary or regular part-time employees are not eligible for health insurance, except those grandfathered under previous policy of the County.

Health insurance coverage shall commence thirty (30) calendar days following the employee's starting date of employment and shall cease on the earlier of the following events: the employee's final day of employment; when regularly scheduled hours are reduced below 30 hours per week; or upon another "qualifying event" as defined under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Information packets describing the provisions of each insurance plan will be furnished to each employee upon the employee's commencement of employment.

A pre-tax deduction Section 125 Plan is available at the time of enrollment which allows employees to pay their share of the medical insurance premium with pre-tax dollars. The premium is taken out of the paycheck before taxes are calculated so Federal, State, Social Security or IMRF is not deducted from the premium.

All retired employees eligible to receive immediate retirement benefits from IMRF are eligible to participate until age 65 in the employer's health plans providing they assume payment of insurance premiums. At age 65, the retired employee will become eligible for Medicare and can obtain Medicare supplemental insurance either through the employer's health provider or a plan of their choosing at the employee's expense.

Eligible dependents under the age of sixty-five (65) years of retired employees sixty-five (65) years of age and over may participate until age 65 in the employer's health plans providing they assume payment of premiums.

Dental insurance may be continued for all retired employees and their dependents providing they assume payment of the insurance premium for as long as they wish coverage.

Any employee on IMRF disability is entitled to continue his coverage in the employer's health and dental plans providing the employee assumes payment of insurance premiums.

Insurance company representatives not currently affiliated with the County are prohibited from approaching any County employee during working hours with the exception of the benefits fair held by the County for its employees.

Continuation of Medical Coverage (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the County's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events include: a reduction in the employee's working hours; termination of employment for reasons other than gross misconduct; divorce or legal separation; death of the employee; leave of absence; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee and/or qualified beneficiary pay the full cost of coverage after a qualifying event. Under COBRA, an administration fee may be charged for continuation coverage. The County will provide the employee with written notice of their rights under COBRA when a qualifying event occurs. Failure to timely elect continued coverage under COBRA may result in a loss of continued insurance coverage.

There may be other coverage options for eligible employees and their dependents to buy coverage through the Health Insurance marketplace. The County will notify the employee of the time period for which continuation coverage may be provided, or depending upon the employee's individual situation, the employee's options under the Health Insurance Marketplace.

Jan 2017 - Dec 2017

	Monthly	Employee Cost Per	EE Cost Per Year	Total Plan Cost Per Year	ER Total Cost Year	
	Total Cost	Pay Period	(x 25 pay periods)	(x 12 pay months)	(x 12 pay months)	ER Monthly Cost
Single	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Family	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Medical Rates Navigate HMO	Total Cost	Employee Cost Per Pay Period				ER Monthly Cost
Single Family	\$742.44	\$34.27	\$891.02	\$8,909.28	\$8,018.26	\$668.19
, on the	ch.aco,14	25.44.12	21.771,75	\$22,272,60	\$15,145.48	\$1,262.12
1		Employee Cost Per				
Single	1 otal Cost \$723.36	Pay Period \$33,39	\$868.14	\$8.680.32	\$7.812.18	ER Monthly Cost
Family	\$1,718.00	\$246.23	\$6,401.98	\$20,616.00	\$14,214.02	\$1.184.50
		The same of the sa				
		Employee Cost Per				
Medical Rates Choice Plus PPO	Total Cost	Pay Period				ER Monthly Cost
Single	\$1,007.25	\$46.49	\$1,208.74	\$12,087.00	\$10,878.26	\$906.52
Family	\$2,518.06	\$371.89	\$9,669.14	\$30,216.72	\$20,547.58	\$1,712.30
		Employee Cost Per				
Dental Rates	Total Cost	Pay Period				ER Monthly Cost
Single	\$39.39	\$0.00	\$0.00	\$472.68	\$472.68	\$39.39
Family	\$105.48	\$15.25	\$396.50	\$1.265.76	\$869.26	677.44

		Employee Cost Per
Vision Rates	Total Cost	Pay Period
Single	\$6.26	53.13
EE/Sp	\$11.90	\$5.95
EE/Child(ren)	\$12.53	\$6.27
Family	\$18.42	\$9.21