

**CONTRACT FOR SOLID WASTE COLLECTION
AND DISPOSAL COLLECTION SERVICES**

~~THIS CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL COLLECTION~~
SERVICES (this "Contract"), is made and entered into effective as of the 16 day of May, 2012 (the "Effective Date"), by and between the City of Santaquin, Utah (the "City"), and Allied Waste Services of North America, LLC, a Delaware limited liability company d/b/a Allied Waste Services of Utah County // Republic Services of Utah ("Contractor").

RECITALS:

WHEREAS, Contractor submitted a proposal and bid to provide solid waste collection and disposal collection services within the City and to perform such work as may be incidental thereto. The City has awarded the contract to Contractor.

WHEREAS, Contractor will collect and dispose of solid waste materials in accordance with the terms of this Contract and the City's bid specifications.

AGREEMENT:

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Contractor is hereby granted the sole and exclusive solid waste collection and disposal franchise, license, and privilege within the territorial jurisdiction of the City, and Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide such services as specified and to perform all work called for and described in the contract documents for the period beginning on July 1, 2012 and continuing through June 30, 2017. The term of the Contract shall automatically renew for successive three year terms, unless either party provides the other party notice at least 120 days prior to the end of the then current term of its intent to terminate the Contract at the end of such term.
2. The contract documents include the following documents, and this Contract expressly incorporates the same as fully as if set forth verbatim in this Contract:
 - (a) This instrument;
 - (b) Exhibit A – General Specifications;
 - (c) Exhibit B – Contractor's Pricing
 - (d) Exhibit B-1 – Fuel Recovery Fee
 - (e) Exhibit C – City's Request for Proposals with Qualification (the "RFP"), but only to the extent not in conflict with or amended by the other contract documents; and
 - (f) Exhibit D – Contractor's Insurance Certificate
 - (g) Exhibit E – Contractor's Response to RFP
 - (h) Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.
3. All provisions of the contract documents shall be strictly complied with and conformed to by Contractor. No amendment to this contract shall be made except upon the written consent of the

parties. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

IN WITNESS WHEREOF, the parties have entered into this Contract effective as of the Effective Date.

CITY OF SANTAQUIN, UTAH

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

By: *James E. DeGrassano*
Name: _____
Its: _____

By: *David Paus*
Name: *David Paus*
Its: *Gm*

ATTEST:

Susan B. Farnsworth
Susan B. Farnsworth, City Recorder



EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS

- 1.01 Bulky Waste – Stoves, refrigerators, water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for the Carts. Bulky Waste further includes those unacceptable items listed in Section 12(b) of the RFP.
- 1.02 Cart – A receptacle constructed of fiberglass or plastic with a volume in excess of 90 gallons and designed to be used in automated dump service on a collection vehicle.
- 1.03 City – City of Santaquin, Utah
- 1.04 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.05 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.
- 1.06 Excluded Waste – Excluded Waste is all Bulky Waste, Construction Debris, Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste.
- 1.07 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.08 Hazardous Waste – Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 1.09 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

- 1.10 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.11 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 1.12 Producer – An operator or occupant of a Residential Unit who generates Garbage, Rubbish, Yard Waste.
- 1.13 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.14 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.15 Small Dead Animals – Animals or portions thereof less than ten pounds(10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.16 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.17 Special Waste – Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
 - (b) waste generated by an industrial process or a pollution control process;
 - (c) waste which may contain free liquids;
 - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
 - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;

- (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
 - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
 - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
 - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
 - (j) filter cake sludge wastes from waste water treatment processes;
 - (k) wastes containing any regulated polychlorinated biphenyls; and,
 - (l) ash, sludge, tires and powders.
- 1.18 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.19 Waste Material. Waste Material is all nonhazardous Solid Waste (including Garbage, Rubbish and Yard Waste) that are not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.20 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.
- 1.21 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed fifty (50) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be fifty (50) pounds.

2.0 SCOPE OF WORK

- 2.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and transport Waste in the City to an appropriate Disposal Facility. The work shall specifically include the following: at the premises of Residential Units within the City and served by the Contractor, collection shall occur a minimum of once weekly for Waste Materials. Contractor shall provide each Residential Unit with one Cart for the collection of Waste Materials. Each Cart shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways or alleys. Carts shall be placed as close to the roadway or alley as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Cart not so placed. The City agrees that should the City add recycling services or green waste services to residents in the City, that Contractor shall have the right to provide such services under an amendment to this Agreement.
- 2.02 Work Not Covered By Contract. The work under this Contract does not include the collection or disposal of Excluded Waste materials.

3.0 BASIS OF PRICES AND METHOD OF PAYMENT

- 3.01 Waste Materials Collection and Disposal Rates. The prices to be paid by the City for the collection of Waste Material shall be as shown on Exhibit B.
- 3.02 Fuel Recovery Fee. In addition to the service and other rates charged by Contractor pursuant to this Agreement, Contractor will charge a Fuel Recovery Fee (the "FRF"), which may be adjusted on each invoice as set forth on Exhibit B-1.
- 3.03 Modification to Rates
- 3.03.1 Pass Through Regulatory Cost Increases. Following thirty (30) days written notice to the City, Contractor may pass through certain cost increases directly to the City to adjust for actual increases in cost incurred by Contractor in performance of this Contract which result directly from changes in applicable local, state, or federal rules, ordinances or regulations, and changes in fees or other governmental charges (other than income or real property taxes); provided however, that City may, at any time and in its sole discretion, suspend imposition of such changed rates pending satisfactory documentation submitted to City by Contractor that such changed rates are justifiable under this Section 3.03.1. Satisfactory documentation shall include a certificate signed by the principal financial officer of Contractor setting forth the amount of the changed rate and the reason why such rate change is properly chargeable, and, if requested by City, Contractor shall provide to City such additional back-up documentation to demonstrate the incurrence of the cost resulting in the rate change. The cost increases may be passed through to the City after the City confirms the cost is related to a regulatory change affecting performance under this Contract.
- 3.03.2 CPI Increase. The fees which may be charged by Contractor for the second and subsequent years of the term hereof shall be increased to reflect increases in the Consumer Price Index for Urban Consumers (CPI-U) in the Consumer Price Index for Urban Consumers (CPI-U) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics. Rates will be adjusted using the most recently available trailing 12 months average CPI compared to the 12 months preceding.
- 3.03.3 Disposal Rate Adjustment. The fees in Exhibit B shall also be increased or decreased, as the case may be, to reflect increases or decreases in Contractor's disposal rate, if any.
- 3.04 Delinquent and Closed Accounts – The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. To the extent allowed by law, the City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.
- 3.05 Contractor Billings to City – Contractor shall bill the City for Waste Material collection and disposal services and the City shall pay Contractor on or before thirty (30) days following receipt of Contractor's invoice. Such billing and payment shall be based on the price rates

and schedules set forth in the Contract Documents. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) per Residential Unit or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.

4.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

5.0 NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

6.0 RISK ALLOCATION AND INDEMNITY

6.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents. Further, Contractor shall release, defend, indemnify and hold harmless City and its City Council members, officers, agents, representatives and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses (including attorney's fees and expenses incurred in enforcing this indemnity), to the extent caused by the negligent, grossly negligent, and/or intentional wrongful act and/or omission of Contractor, its officers, agents, representatives, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible, in its/their performance of this Contract and/or arising out of goods and/or services provided by Contractor pursuant to this Contract (hereinafter "Claims"). This indemnification provision and the use of the term "Claims" is also specifically intended to apply to, but not limited to, any and all claims, whether civil or criminal, (i) brought against City by any government authority or agency, to the extent caused by the violation by Contractor or any person providing services on its behalf under this Contract of any Federal immigration law and (ii) any and all claims, demands, damages, actions and causes of action of every kind and nature, known and unknown, existing or claimed to exist, to the extent caused by Contractor's violation of any contract or applicable law relating to any employment relationship between Contractor and its employees or subcontractors, including, but not limited to, those claims, demands, damages, actions and causes of action resulting from subcontractor's or employee's employment and/or separation from employment with the Contractor; discrimination claims based on sex, sexual orientation or preference, race, religion, color, national origin, age or disability under federal, state or local law, rule or regulation; any claim for wrongful termination, back pay, future wage loss, overtime pay, employee benefits, injury subject to relief under the workers' compensation act or that would be subject to relief under any policy for workers compensation insurance; and any other claim, whether in tort, contract or otherwise relating to Contractor's violation of employment-related contracts or applicable law.

City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City-approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. The rights and obligations created by this paragraph shall survive termination of this Contract.

- 6.02 City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.
- 6.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the contents of the Cart. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
- 6.04 For the avoidance of any doubt, this Section 6.0 shall supersede Section I, third bullet point, of the RFP.

7.0 LICENSES AND TAXES

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) at its sole expense and promptly pay all taxes required by the City and by the State.

8.0 FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a natural disaster or terrorist act over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a natural disaster or terrorist act, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and

the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

9.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract without the other party's prior written consent. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

10.0 EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material collection and disposal services within the corporate limits for and on behalf of the City to the designated Residential Units covered by this Contract.

11.0 TITLE TO WASTE

Title to Waste Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

12.0 TERMINATION OF CONTRACT

12.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, if any, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

12.02 In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

13.0 CONTRACTOR'S PROPERTY

All Carts, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

14.0 INSURANCE

Contractor shall maintain during the term of the Contract insurance coverage as set forth on the Certificate of Liability Insurance attached as Exhibit D.

15.0 PERFORMANCE BOND

Contractor shall furnish City with a performance bond as security for the performance of this Contract in accordance with Section I of the RFP. Said bond shall be in a form and by a company acceptable to the City.

16.0 NEWLY DEVELOPED AREAS

The Contractor will, within thirty (30) days of notification to the City provide Waste Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be added to this Contract at the same rates as the existing customers in the City.

17.0 MISCELLANEOUS TERMS

17.01 Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the Carts, nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract, except to the extent of Contractor's negligence, gross negligence, strict liability or willful misconduct.

17.02 Contractor may, upon written approval of the City, provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

17.03 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.

17.04 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City, except as otherwise provided in the contract documents.

17.05 No intellectual property ("IP") rights in any of Contractor's IP are granted to City under this Contract.

17.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

- 17.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 17.08 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 17.09 This Contract shall be interpreted and governed by the laws of the State of Utah and venue shall be exclusively in Utah County, Utah.
- 17.10 This Contract and Exhibits A, B, C, D and E set forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 17.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

EXHIBIT B
CONTRACTOR'S PRICING

Weekly Automated Residential Solid Waste Collection

Price per residential unit with one Cart

Monthly Unit Price

\$4.95

Price per container for each additional Cart

\$2.00

EXHIBIT B-1
FUEL RECOVERY FEE

This Fuel Recovery Fee will be added based upon the scale below.

Monthly Avg. \$/Gallon	\$ increase per 1st Container
\$3.99 or less	\$ -
\$ 4.00	\$ 0.03
\$ 4.10	\$ 0.06
\$ 4.20	\$ 0.09
\$ 4.30	\$ 0.12
\$ 4.40	\$ 0.15
\$ 4.50	\$ 0.18
\$ 4.60	\$ 0.21
\$ 4.70	\$ 0.24
\$ 4.80	\$ 0.27
\$ 5.00	\$ 0.30
\$ 5.10	\$ 0.33

Rate is based upon an average of the weekly On-Highway
Rocky Mountain Index as provided by the Energy Information
Administration

If monthly average exceeds \$ 5.10 the surcharge table will follow the same pattern

EXHIBIT C
REQUEST FOR PROPOSAL



REQUEST FOR PROPOSAL

for

SOLID WASTE COLLECITON

**CITY OF SANTAQUIN, UTAH
275 WEST MAIN STREET
SANTAQUIN, UTAH 84655**

RFP Submittal Deadline: Wednesday, April 25, 2012 at 1:00 PM.

April 9, 2012

TO WHOM IT MAY CONCERN:

The City of Santaquin, Utah is accepting **Request for Proposals (RFP)** from Solid Waste Management firms interested in submitting proposals to provide SOLID WASTE COLLECTION for the residents of Santaquin.

The City of Santaquin will make the RFP available to any interested parties at the following address:

Santaquin City
Administration Department
275 West Main Street
Santaquin, UT 84655

The City of Santaquin will not accept any RFP submittal by facsimile or any method other than that stated in the RFP.

The City of Santaquin reserves the right not to issue a RFP and to cancel or modify this solicitation at any time if it deems, in its sole discretion, that such measures are in Santaquin City's best interest.

The City of Santaquin looks forward to reviewing your RFP submittal and to working with the selected team in a successful development of this project.

Sincerely,

Benjamin A. Reeves
City Manager

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A. INTRODUCTION

Santaquin City is a growing community of about 9,500 residents.

B. BACKGROUND

Santaquin City is the southern most city in Utah County with approximately 2,400 residential solid waste customers. (In the month of February 2012 the City billed for 2382 first cans and 446 second cans).

C. BASIC SERVICE REQUIREMENTS

1. The Solid Waste Contractor shall supply all receptacles used for waste collection.
2. Waste shall be collected one time each and every week on a regular schedule, including weeks with holiday, for all customers.
3. Contractor cannot collect waste before 7:00 am (Monday – Friday)
4. It is preferred that the entire City is to be serviced on one day (currently on Tuesday).
5. All solid waste collection trucks must be kept in safe operating condition.
6. All solid waste collection trucks must be maintained so as to prevent waste from leaking out or spilling out onto the city streets.
7. All solid waste collection trucks transporting solid waste must be covered sufficiently or contained, so as to prevent waste from spilling or blowing out. The Solid Waste Contractor shall respond immediately (within one hour) to reports of waste spilled on city streets or on public or private property from a garbage truck, or of hydraulic oil spilled from a garbage truck, or any other discharge from the garbage truck. All required clean-ups shall be that responsibility of the contractor.
8. The Solid Waste Contractor must obtain and maintain a Santaquin City business license.
9. The Solid Waste Contractor shall submit an annual schedule to the City indicating days of collection and scheduled holiday adjustments. This information may be placed on the utility bill, newsletter, or city website at least two weeks prior to the adjustments in the collection schedule, as a reminder, when a holiday will affect services.

10. The Solid Waste Contractor shall provide a customer service representative at a local access telephone number who shall be available to citizens during business hours (the Contractor's solid waste collection hours), to work with city personnel, ~~receive complaints and reports of problems. The Contractor shall respond to~~ customer complaints and/or reports of problems, within one working day after being notified by the City or citizen. The Contractor shall make a good faith effort to resolve customer concerns and/or ongoing problems in a reasonable manner within three working days after notification.
11. The Solid Waste Contractor shall accept all types of residential waste placed in the garbage receptacles by customers including, but not limited to:
 - a. All wastes associated with purchasing, handling, preparing, consuming, and disposing of food in a residential dwelling.
 - b. All wastes associated with household and yard managements, including packaging, debris from minor house repairs, yard wastes, discarded clothing, shoes, disposable diapers, etc., paper, broken or discarded household items, etc., as long as it fits inside the garbage receptacle.
 - c. Other sundry waste items or debris as long as they can be reasonably accommodated in the garbage receptacle and can be handled without damaging the solid waste trucks.
12. The Solid Waste Contractor may refuse to accept waste placed in the garbage receptacles by customers under the following conditions:
 - a. The waste is hazardous by Federal or State regulations.
 - b. The waste is of such a volume, weight, and/or composition that it cannot be reasonably accommodated by the solid waste trucks.
 - c. The waste poses a danger to the truck and/or operator (i.e. hot ashes, ammunition, hazardous or toxic chemicals or chemical agents, heavy or jagged metal, concrete or rock material, stumps, etc., human or liquid wastes as from RV holding tanks, etc., improperly discarded medical wastes, etc.).
 - d. The waste is industrial, according to Federal and State definitions, or is of such a volume and composition so as to indicate obvious commercial activities instead of a residential dwelling.
13. The Solid Waste Contractor will not be permitted to commingle refuse from City receptacles with refuse from non-city receptacles in the same collection truck.

14. The Solid Waste Contractor shall bill the City monthly. Billing will be based upon the number of account serviced during the preceding month. Number of cans in services from each month shall be reported to the Contractor by the City each month.

The Solid Waste Contractor shall guarantee a service level to meet or to exceed these specifications and the City reserves the right to withhold payment to the Contractor if a problem occurs with any of these service specifications and that is not reasonably resolved. In the even that a significant number of problems have been brought to the attention of the Contractor and the problems have not been resolved in a manner satisfactory to the City, the City shall consider the Contractor to have failed to perform, and the City may begin action to terminate the Contractor's Agreement.

D. SCOPE OF PROJECT

Santaquin City requests proposals from Waste Management Companies to provide solid waste collection of all residential receptacles. **Please submit a price for both a first receptacle and a separate price for second receptacle.** Proposal amount should include delivery of waste to the Payson City Landfill, located at 6665 West 10400 South, Payson, UT and should exclude tipping fees.

Prices should include all labor, equipment, fuel and other costs necessary to provide the service for a minimum of five years. Include any proposed cost adjustments required for your proposal.

E. QUALIFICATION CONTENT REQUIREMENTS

The proposal will include the following items:

- Letter of Interest.
- Proposal shall include both alternates listed in the Scope of Work.
- Proposals shall include the day of the week when pick up is proposed.
- Identification and contact information of other communities that use the Contractor's services presently.
- A description of the firm's equipment.
- Identification of and a description of the ability to serve additional customers.

F. ANTICIPATED SCHEDULE

RFP submittal	April 25, 2012
Review by City Council	May 2012
Selection and Contract	June 2012
Service Start Date	July 1, 2012

G. PROPOSAL REQUIREMENTS

All solid waste management firms submitting proposals shall submit seven (7) identical copies of their proposal to:

Santaquin City
Attn: Benjamin A. Reeves
275 West Main Street
Santaquin, Utah 84655

SEALED PROPOSAL FOR:
Solid Waste Collection

Submittals must be received by 1:00 PM, Wednesday, April 25, 2012.

H. CRITERIA FOR SELECTION

Proposals will be evaluated and a shortlist established using the following criteria:

- Fee Proposals.
- Experience and Qualification
- Existing communities serviced.
- Existing equipment and year of manufacture.
- Compliance with City Specifications.

I. CONTACT PROVISIONS

The Contractor and the City shall enter into an agreement which shall include, but not be limited to, the following



- The Contractor shall provide documentation on Workers' Compensation Insurance in accordance with Utah State Law.
- The Contractor shall provide documentation of Liability Insurance with coverage limits.
- An indemnification clause from liabilities associated with waste collection of receptacles from Santaquin City.
- The Contractor shall guarantee its performance by providing a cash bond, irrevocable letter of credit, or a corporate surety bond in a form accepted by the City in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00).
- If the City terminated the Contract for cause, the Contractor shall continue service to the City for ninety days, if desired by the City.
- The Contractor shall propose charges for collection and hauling of the waste from City accounts only and shall proposed a system for accurately reporting the number of loads and tons hauled through this Agreement.

- The City shall charge solid waste collection fees directly to its citizens through its utility accounts. The City shall pay the Contractor for collection of residential solid waste monthly.
- ~~The Contractor shall guarantee service and/or discontinuance of service to any account as requested by the City.~~
- Contract duration and termination specifics.

The proposals will be reviewed by Santaquin City Staff, who will present their recommendation to the Mayor and City Council.

The City reserves that right to accept or reject any or all proposals received and to waive any technical informality as may be considered to be in the best interest of the City. The City reserves the right to negotiate in determining the choice of the firm to do the work. The City will determine the final three firms and begin negotiations with the first selected firm. If negotiations with the first selected firm fail, the City will then negotiate with the next firm, and so forth until an agreement can be arranged and a definite firm be selected. An agreement between the City and the selected solid waste management firm will then be completed outlining the scope of work, the associated costs, etc. The City reserves the right to reject any and all proposals at any time during the final negotiations.

EXHIBIT D

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/01/2011	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255			CONTACT NAME: PHONE (A/C No. Ext.) 800-853-6155 FAX (A/C No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC INSURANCE COMPANY NAIC # 24147 INSURER B: LEXINGTON INSURANCE COMPANY 19437 INSURER C: INSURER D: INSURER E: INSURER F:		
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054					
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE OF INSURANCE A GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MAKE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOG	POLICY NUMBER MWZY 5925/	POLICY EFF. DATE (MM/DD/YYYY) 6/30/2011	POLICY EXP. DATE (MM/DD/YYYY) 6/30/2012	LIMITS EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPTIP AGG \$ \$	
A AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> H-RED AUTOB <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> H-RED AUTOB <input checked="" type="checkbox"/> NON-OWNED AUTOB	POLICY NUMBER MWTR 21343	POLICY EFF. DATE (MM/DD/YYYY) 6/30/2011	POLICY EXP. DATE (MM/DD/YYYY) 6/30/2012	LIMITS COVERED SINGLE LIMIT (Per occurrence) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
B <input checked="" type="checkbox"/> UMBRELLA LNB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LNB <input type="checkbox"/> CLAIM-MAKE RED. RETENTIONS	POLICY NUMBER 2214223/2214224	POLICY EFF. DATE (MM/DD/YYYY) 6/30/2011	POLICY EXP. DATE (MM/DD/YYYY) 6/30/2012	LIMITS EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER'S PARTICIPATION EXCLUDED? (Indicate by "X" or "N") YES, describe under DESCRIPTION OF OPERATIONS below	POLICY NUMBER MWK 117108 00 AOS MWKS 945 Excess WC OH MWKS 946 Excess NSWV TX	POLICY EFF. DATE (MM/DD/YYYY) 6/30/2011	POLICY EXP. DATE (MM/DD/YYYY) 6/30/2012	LIMITS <input checked="" type="checkbox"/> WC STATUS: OTHER EL EACH ACCIDENT \$3,000,000 EL EMPFEE - PAID BY OTHER \$3,000,000 EL DISEASE - POLICY LIMIT \$3,000,000	
DESCRIPTION OF OPERATIONS (LOCATIONS) VEHICLES (Vehicle ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Coverage - For use for Republic Services, Inc. and all its subsidiaries TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY: Republic Services, Inc., its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc., has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (MWKS 946) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.					
CERTIFICATE HOLDER			CANCELLATION		
			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
			AUTHORIZED REPRESENTATIVE 		

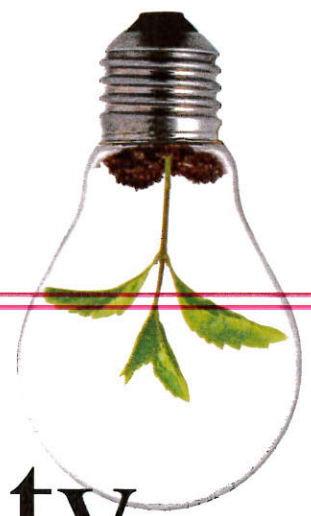
ACORD 25 (2010/05)

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EXHIBIT E

CONTRACTOR'S RESPONSE TO RFP



Proposal to

Santaquin City Corporation



Solid Waste Collection

April 2012



April 25, 2012

Mr. Benjamin A. Reeves
City Manager
275 West Main Street
Santaquin, Utah 84655

RFP: Solid Waste Collection

Dear Mr. Reeves,

Allied Waste Services of North America, LLC (d/b/a Republic Services/Allied Waste)—a national leader and local hauler of recycling and residential waste services collection, is pleased to submit our proposal in response to Santaquin City's, "Request for Proposal for Solid Waste Collection." Allied is a wholly-owned subsidiary of Republic Services, Inc. (Republic). Republic is the most respected financially run integrated waste services company in the United States with assets of nearly \$20 billion. Republic's financial strength includes recognition by every major rating institution as having the best credit and strongest financial portfolio in the solid waste and recycling services industry.

In this *Proposal*, Allied provides a comprehensive and complete response to the City's *RFP* assuring adherence to the highest standards for collection services at the most competitive rates. Allied will perform the services as proposed with the utmost diligence and professionalism and at a level the Company believes will be unmatched by the competition.

Allied's Proposal includes the following: 1) Santaquin City high school student environmental scholarship 2) Special events solid waste collection and 3) Christmas tree collection program. These show our commitment to the city as an environmental partner with whom the city will be proud to work.

Allied has enjoyed the partnership we have created with Santaquin City, we understand the City's unique needs and have worked hard to continue to meet the needs and grow with Santaquin City every year. We have the fleet, resources, and ability to service Santaquin as it continues to grow and we are confident we will be able to keep up with the expansion and exceed the demands of the City.

We are the largest recycler in Utah County and if Santaquin City is interested in beginning a recycling program or implementing another collection service, we are the provider to work with. We are certain when the time comes we have the ability to create any program necessary to meet the new needs of Santaquin City and the resources to implement that program in a timely fashion.

We have included in this proposal items for discussion such as "Same- Side" of the street waste collection for you to compare cost savings. We offer a list of recycling programs we have created and implemented for your information, in the event you are interested in a recycling program for Santaquin City. We have also hired a Community Outreach Manager who will be able to help the City with any community events and to educate residents on the services they are receiving. We understand, from your RFP, that you have the ability to select a qualified firm and negotiate with them. We hope to meet with you to discuss which services may be added or removed to help Santaquin meet their service mix, quality, and financial needs.

We appreciate your consideration of this *proposal* and look forward to the opportunity to continue servicing Santaquin City. We realize Santaquin is a city with a great past and bright future. We would be honored to continue our partnership and to continue providing solid waste collection in a way the city wants and needs.

Respectfully,



Gordon Raymond
Manager of Government Affairs



ALLIED WASTE SERVICES



A REPUBLIC SERVICES COMPANY

Proposal Highlights for **CITY OF SANTAQUIN**

- Same Day Service- Tuesday
- Same Side of the Street Option for Cost Savings
- Best Partner for Future Recycling Program
- Continuity of Service
- Community Relations Manager
- We Will Meet all Proposal Deadlines
- Curbside Christmas Tree Collection
- Customer Service Check-in Program

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Section I- Qualifications

Meet Allied Waste, A Republic Services Company

A. Firm Experience and Relevant Qualifications

Legal Entity

The legal entity to enter into an agreement with Santaquin City is Allied Waste Services of North America, LLC, a wholly-owned subsidiary of Republic Services, Inc. (NYSE: RSG). Allied is qualified, licensed, and authorized to do business within the State of Utah. Republic Services, Inc. was incorporated as a Delaware corporation in 1996.

Overview

Republic's Corporate headquarters are located at:
18500 North Allied Way, Phoenix, AZ 85054.

Allied's local Division office is located at:
675 South Gladiola, Salt Lake City, Utah, 84104

Republic's organization and management structure includes four regions across the country and a regional management team headed by a Senior Vice President of Operations located in each of the four regions. Within each region are multiple market areas, each headed by an Area President and Area management staff.

Republic is among the largest, most experienced, and reputable integrated waste collection companies in Utah and across the nation. As a result of its merger with Allied Waste Industries, Inc. in December of 2008, Republic is now the second largest integrated waste management company in the United States and, in 2010, reported annual revenue of approximately \$8.1 billion and total assets of nearly \$20 billion. Republic has approximately 30,000 employees serving more than 13 million customers through 348 collection operations and the ownership or operation of 204 transfer stations, 193 solid waste landfills 76 recycling facilities, and 73 landfill gas and renewable energy projects across 40 states and Puerto Rico.

Here in Utah, Allied Waste, a Republic Services Company, we service 21 cities and counties across the state. We offer to cities a customized collection service program to cater to the needs of each City and their residents. We pride ourselves on our innovative services and the flexibility we are able to provide each city. We are willing and capable of providing Santaquin City with the services necessary to meet the demands and desires of the City.

B. Financial Statement

The Company's 2010 Annual Report to Shareholders (Form 10-K) contains financial information about the company. The Annual Report to Shareholders has been prepared in accordance with Securities and Exchange Commission requirements and in accordance with generally accepted accounting principles.

The financial statements contained in the Annual Report were audited by Ernst & Young LLP (Independent Registered Public Accountants) – Phoenix, Arizona.

Republic Services, Inc. is a publicly owned company whose shares are traded on the New York Stock Exchange (NYSE symbol: RSG).

Summary 5-years of Financial Data (in millions)

	2010	2009	2008	2007	2006
Revenue	\$8,106.6	\$8,199.1	\$3,685.1	\$3,176.2	\$3,070.6
Operating income	\$1,539.1	\$1,589.8	\$283.2	\$536.0	\$519.5
Net income	\$507.5	\$496.5	\$73.9	\$290.2	\$279.6
Total assets	\$19,461.9	\$19,540.3	\$19,921.4	\$4,467.8	\$4,429.4
Stockholders' equity	\$7,848.9	\$7,567.1	\$7,282.5	\$1,303.8	\$1,422.1

Long-Term Stability and Sufficient Capital

As of December 31, 2010, Republic Services, Inc. reported total assets of \$19,461,900,000. The financial prospects for Republic Services indicate long-term stability based on the Company's assets. It is the Company's belief that it has the financial capabilities and sufficient working capital or access to sufficient working capital to finance and perform the required work.

Credit Information

Republic Services, Inc. carries an "investment grade" credit rating. On Aug. 5, 2010, Fitch Ratings upgraded Republic Services, Inc. In a press release, Fitch states "RSG's ratings reflect the waste services company's proven commitment to debt reduction as well as improvements to the capital structure that was created by the 2008 merger with Allied Waste."

C. Principle Contacts

Kory Coleman Area President

	Biography Kory has been with Allied Waste for 15 years; previous positions at Allied include General Manager. Prior to working for Allied Kory was an administrator in the health care field. The thing Kory enjoys the most in working for Allied is working with the employees and the customers. He loves the constant changes and innovation in the industry including the implementation of sustainability programs.
Contact	Office: 801-924-8483 Cell: 801-573-5110 kcoleman@republicservices.com
Responsibilities	Kory is responsible for overseeing all Allied business operating in Utah, Idaho, Montana, and Colorado. Kory manages the development and implementation of all safety programs in these four states. He is responsible for managing the processes, development, maintenance, and execution of all programs relating to customer service, sales, and safety programs. He focuses on acquisitions and development, as well as project development. He also is involved in managing environmental impact.
Education	BS, Health Science, Brigham Young University
Activities/ Other Interests	Kory enjoys outdoor activities and taking trips with his family. He enjoys camping, hiking, and mountain biking. Kory likes to watch and participates in anything sports-related.


Reece DeMille Site Manager, Utah County

	Biography Reece has been with Allied Waste for over 8 years. Prior to working for Allied, Reece was an administrator and the Executive Director for ManorCare Health Services. He was also an adjunct professor at Chapman University, teaching courses in business finance and health care management.
Contact	Office: 801-924-8520 Cell: 801-867-7157 rdemille@republicservices.com
Responsibilities	Reece oversees all of the departments at Allied related to hauling operations in Utah County. He also manages market and business development and oversees financial management. He is involved in government relations and has aligned himself with various organizations related to the industry. He oversees all personnel management for Utah County.
Education	Masters, Public Administration, Brigham Young University BA, Human Resource Management, Eastern Washington University BA, Health Services Administration, Eastern Washington University
Activities/ Other Interests	Aside from playing with his kids, Reece loves coaching youth sports, golfing, supporting local high school athletic events, fishing, reading, and cycling. He has also climbed Mt. Rainier.


Gordon Raymond
Manager, Government Affairs

	<p>Biography</p> <p>Gordon is currently the Manager, Government Affairs, Municipal Services for Allied and has been employed with Allied for 21 years. Previous positions held include Sales Manager, Medical Waste Manager, and Sales Representative. The thing Gordon enjoys most about his work is collaborating with communities to find solutions to their recycling and waste needs.</p>
<p>Contact</p>	<p>Office: 801-924-8468 Cell: 801-631-2826 graymond@republicservices.com</p>
<p>Responsibilities</p>	<p>As Government Affairs Manager, Gordon is responsible for maintaining relationships within the communities Allied works, negotiating and oversight of government contracts, contract implementation oversight, and marketing activities.</p>
<p>Education</p>	<p>BS, Business Administration, Utah State University Various training courses 20 years of actively participating in waste and recycling industry associations.</p>
<p>Activities/ Other Interests</p>	<p>Gordon enjoys golfing, spending time outdoors, and being with his family. One little known fact about Gordon is that he spent his entire summer after graduating from college on the beach in San Diego!</p>


Kendyl Bell
Community Outreach Manager

	<p>Biography</p> <p>Kendyl has been an Allied employee for less than one year. What she enjoys most about her work with Allied is the opportunity she has to create and nurture relationships with the municipalities and customers Allied serves. Previous to her employ at Allied she was the Area Captain for the Senator Hatch Election Committee.</p>
<p>Contact</p>	<p>Office: 801-924-8471 Cell: 801-680-6583 kbell@republicservices.com</p>
<p>Responsibilities</p>	<p>Kendyl is responsible for planning and implementing programs and initiatives that promote goodwill and foster relationships with community leaders. She works closely with Allied employees to provide quality service to the communities Allied serves.</p>
<p>Education</p>	<p>BA, Communications, Brigham Young University</p>
<p>Activities/ Other Interests</p>	<p>Kendyl enjoys watching Audrey Hepburn movies, spending time with her family and working out. She is the current Miss Utah USA.</p>

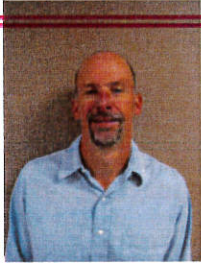
Bradley Neel
Operations Manager, Utah County

	<p>Biography</p> <p>Bradley has been with Republic Services for four years as an Operations Manager. Prior to working for Allied, Bradley was a property manager with Wells Fargo. Bradley has served in organizations such as IREM and APPA to develop his skills in capital needs analysis and asset management. Front-line leadership is his passion along with being a team player. Core values that I offer to this position are character, confidence, and integrity. Each one of these values has given me the opportunity to be successful in the workplace and in life. I bring charisma, optimism, and enthusiasm to the work place each day because they are the natural result of what I am.</p>
<p>Contact</p>	<p>Office: 801-443-2334 Cell: 801-674-6409 bneel@republicservices.com</p>
<p>Responsibilities</p>	<p>Bradley oversees all of the operations and maintenance at the hauling division in Utah County.</p>
<p>Education</p>	<p>Brigham Young University; Bachelor of Science, School of Engineering and Technology, Facility Management</p>
<p>Activities/ Other Interests</p>	<p>Aside from playing with his children, Bradley loves his wife, fly fishing, reading, education, and exercise.</p>

Tom Christenson
Customer Service Supervisor

	<p>Biography</p> <p>Tom has been Allied's Customer Service Manager for less than one year, but fortunately for Allied he comes with over 27 years of customer service management experience, for Ingenix—a United Health Group company, and for American Express. What he likes about working at Allied is that it has a tangible service it provides. He also loves helping customers understand the complexities around recycling and trash removal, as well as being in a position that keeps him continuously on his toes.</p>
<p>Contact</p>	<p>Office: 801-924-8482 Cell: 801-608-1164 tchristenson@republicservices.com</p>
<p>Responsibilities</p>	<p>Tom's responsibilities include managing and leading the inbound call center Customer Service staff; providing daily reporting on call center metrics and open issues; monitoring and providing feedback to individual CSRs on performance and phone behavior. He is responsible for addressing all urgent service requests in a timely manner, and he works with the Sales team to meet the needs of Allied's internal and external customer requests.</p>
<p>Education</p>	<p>BS, Psychology, University of Utah Six Sigma Green Belt Training</p>
<p>Activities/ Other Interests</p>	<p>Tom likes spending time with his family; geocaching; and hiking, boating, and camping during the summer months. A little known fact about Tom: He once saved a drowning dog and received a Humane Society award for the rescue.</p>

Kirk Treece
General Manager, Post Collection

	<p>Biography</p> <p>In addition to his current role as General Manager, Kirk has also held the positions of Site Manager (ECDC Environmental), District Controller (Utah), and Controller (Phoenix). He has worked for Allied for 16 years. He appreciates the numerous opportunities he has to expand personal development within Allied, in particular, the Company's decentralized management with numerous functional experts to assist in all aspects of various operations contributes to that environment.</p>
<p>Contact</p>	<p>801-924-8482 Fax: 801-746-0448 ktreece@republicservices.com</p>
<p>Responsibilities</p>	<p>Kirk is responsible for directing and coordinating the Company's financial activities to maximize investments and increase efficiencies; determining staffing requirements, interview, hire, and train new employees, and oversee personnel processes. He also oversees and maintains an effective accident prevention program, communicates Company objectives and philosophies to employees; exemplifies and upholds Allied ethics and environmental, operating, regulatory, and accounting policies and standards.</p>
<p>Education</p>	<p>BA, Accountancy Arizona Certified Public Accounting Certificate</p>
<p>Activities/ Other Interests</p>	<p>A little known fact about Kirk: He played the cello in grade school.</p>

D. Location of Facility

Allied Waste, Utah County Division, is the operations base for all collection personnel and equipment designated for Santaquin City services. Reece DeMille, Site Manager- Utah County, will serve as the main contact for operations.

Gordon Raymond is the main contact for all community and contractual questions.

Utah County Division Offices

643 W. 700 S.
 Pleasant Grove, Utah 84062
 Phone: (801) 785-5935; Fax (801) 785-8028

E. References

Santaquin City

Our best reference is Santaquin City. Obviously, you know best what Allied Waste stands for by the services we have provided over the last 12 years. While any waste and recycling company will find a glitch in their service, the best companies will find a way to correct and improve the concern. Allied waste feels we have met all of the needs of the city and provided a superior service to its residents.

A brief summary of the benefits that Allied Waste provides Santaquin City:

- Continuity of Services- The city will be able to continue the quality of service without the inconvenience of acclimating a new provider in a city that Allied has grown with over the last 12 years.
- Vested in the community- Continues our involvement in the community both financially and through recycling and solid waste services for the business community. We have been supporters of Santaquin City's Orchard Days and will continue to be involved in community events.
- We provide a Customer Service Check-in program for Santaquin. Our Allied staff checks-in with the City after completing services for the day to see if any resident has called in with a concern. Those concerns are addressed before our drivers leave the City for the day.
- Track record of safety- Allied takes pride in our outstanding safety record. As a company we take safety and the training of our employees very seriously. Santaquin City can be assured the same level of safety we have provided for 12 years.
- Industry leader- Allied is a leader in the industry both nationally and on a local level. We own and/or operate all services including landfill and transfer stations in Utah. We have the expertise, second to none, to help Santaquin City implement any solid waste collection service now or in the future.
- Good corporate citizen- We pride ourselves on being involved in the communities we serve. Allied Waste tries to support a broad range of interests. From rodeo's to parades and fundraising events to charities, Allied provides both financial and service donations. Our number one recipient throughout Utah is schools. We contributed over \$425,000 to Utah schools last year which brought our total to over \$2,500,000 since 2005. Some of these monies find their way to all Santaquin schools through our partnership with the School Institutional Trust Lands.

Allied has provided the following five (5) references as requested by Santaquin City:

American Fork

Mr. Craig Whitehead
City Administrator
51 E. Main Street
American Fork, UT 84003
801-763-3000

Elk Ridge

Mr. Nelson Abbot
City Council Member
80 E. Park Drive
Elk Ridge, UT 84651
801-423-2300

Pleasant Grove

Mr. Scott Darrington
City Administrator
70 S. 100 E.
Pleasant Grove, UT 84062
801-785-5045

Salem

Jeff Neilson
City Recorder
30 West 100 South
PO Box 901
Salem, UT 84653
801-423-2770

Spanish Fork

Seth Perrins
Asst. City Manager
40 South Main
PO Box 358
Spanish Fork, UT 84660
801-804-4500

Allied Waste is a partner with
the Utah Jazz Green Team!



Section II- Scope of Services

A. Implementation Plan and Schedule

Allied Waste looks forward to a continued partnership and a new agreement with Santaquin City. We guarantee we can meet the proposed schedule and the expected start date of services in Santaquin City. Allied understands the unique needs of Santaquin City because we have grown with the city for the last 12 years. We have the fleet, resources, and ability to service Santaquin as it continues to grow and we are confident we will be able to keep up with the expansion and exceed the demands of the City.

Schedule for Implementation

As the current service provider, there will be no interruption to the current service schedule. Additional trash containers will be provided prior to or on this date to any residents who do not currently have an Allied Waste container or subscribe for a second container. Allied will also provide all of the containers necessary to fulfill any additional services provided to Santaquin City by July 1st as per the new agreement.

Weekly Curbside Solid Waste Collection

Allied proposes to continue providing weekly curbside solid waste collection for the residents and City of Santaquin on Tuesday, your current day of service. This eliminates the need for various schedules, making it easier for residents and staff to know which day their trash is being picked up. It minimizes the amount of time the trucks will be in the City which will provide a more safe environment for the residents of Santaquin.

Allied is one of the largest waste collection providers and recyclers in Utah County and we service many of the neighboring cities of Santaquin. This allows Allied to always remain close to the City to address any concerns of the City or its residents.

Allied agrees to the Terms and Conditions provided in the *Basic Service Requirement* section of the Santaquin RFP.

Allied will offload solid waste collected from Santaquin City to the Payson City Landfill or another designated facility as agreed upon.

The collection equipment proposed for curbside solid waste collection is included in the following section, *Subsection B*.

Allied will not collect any residential curbside waste before 7:00 A.M. Allied will provide services on all scheduled collection days with the exception of days that the designated disposal site is closed. If the site is closed, collection for that day of service will be performed the following business day. Allied will notify Santaquin City of the holiday schedule adjustments well in advance to the day of service affected.

City Facilities Garbage Collection

Allied will utilize the collection equipment specified in *Subsection B*, or standard frontloader vehicles, to collect solid waste from the City facilities as requested by Santaquin City.

Allied will provide City facilities with the necessary containers to meet the needs of each location requested. Allied will provide additional containers as requested by the City. Recycling collection may also be provided to city facilities.

B. Equipment List and Maintenance Program

Equipment

Allied uses several manufacturers for our equipment. The following is a sample specification of common automated sideloader equipment. Allied will use similar equipment in Santaquin.

Route Trucks	Garbage
Chassis Type	AutocarACX
Body Type	McNeilus Auto Reach Automated Sideloader
Capacity - CYs	28 CY
Engine	Cummins
Fuel Type	Diesel
Transmission	Allison 4500 Series
Proposed Replacement Schedule	8 years

We include the *Proposed Replacement Schedule* to assure Santaquin City that Allied only uses newer models of equipment.

Maintenance

Our maintenance program at the Utah County Division consists of on location mechanics including, two day time mechanics and three night time mechanics. Allied has implemented a preventative maintenance program for all collection vehicles. Santaquin City collection equipment, along with all Allied owned equipment, is subject to daily pre-trip and post-trip assessment to monitor efficiency and to sustain proper function.

Allied will wash all Santaquin City collection equipment weekly at the Utah County Division Offices.

For more detailed information on the maintenance policies that Allied follows, a copy of our 138 page Maintenance Manual will be provided upon request.

C. Customer Service

Local Customer Service Representatives

Allied is dedicated to meeting the needs of Santaquin City and its residents. In order to provide the best customer service for our cities and residents we have a locally operated customer service department. Customer Service Representatives (CSRs) are available Monday through Friday from 7:00 A.M. to 5:00 P.M. and on Saturday from 8:00 A.M. through 12:00 P.M. An emergency phone number will be provided 24 hours a day, seven days a week to address any customer service issues outside of normal business hours. Residents may also contact a CSR through the Allied website www.alliedwasteutah.com under the "Contact Us" section.

Open Communication with Dispatch

CSRs are in direct communication with dispatch. This allows for efficient and immediate action to be taken on a customer request. CSRs will notify the dispatch office of an issue from a Santaquin resident and dispatch can directly contact a driver in the area to resolve the issue without delay.

Customer Service Standards

The following basic customer service principles are maintained at Allied:

- CSRs will process and accurately enter to our database, InfoPro, customer related documentation, route sheets, equipment work orders and other paperwork on a same-day basis.
- All customer complaints are resolved to the customer's satisfaction, (or a customer agreed plan exists to solve the complaint).
- Clean, decayed containers and carts are delivered and/or placed on time and to Allied customer requirements.
- Customer site conditions are left in a clean, orderly fashion – litter picked up, lids closed, and carts are left neatly on the curb.
- All dispatched services are completed on the day assigned with zero misses.
- Professional CSRs will answer each customer phone call within 20 seconds and no more than three rings.

Procedures for Handling Common Customer Requests

When fielding a call, CSRs immediately access the customer's account information in InfoPro. After determining the customer's need, the CSR will input all required information into the customer's permanent file history and, if necessary, generate an on-line automated work order.

Each time a customer calls Allied, CSRs enter into a daily record all questions and complaints; each call input includes date, time, customer's name and address if they are willing to provide this information, and the nature, date and manner of the resolution. Any calls received via answering service will be inputted and entered no later than the following day, other than Saturday, Sunday and Holidays, when calls will be input on the next work day. All e-mails are currently logged and the customer is contacted within 24 hours.

Dispatch maintains a log of all orders requiring driver action. Upon receipt of the work order needing completion that day, dispatch contacts the appropriate driver and provides instruction as to what is needed to complete the order. In addition, each driver contacts dispatch after they've completed their assigned route. Drivers will document all same-day service orders on their route sheet and note each one as completed when they turn in their paperwork at the end of their shift.

Missed Pick-Ups, Late Setouts, Spills, and Litter Resulting from Collection

After processing a work order for a missed pick-up, late setout, or spills and litter resulting from collection, the CSR will notify dispatch with specific information regarding the work order. This information is maintained as an open work order until the route supervisor and/or driver radios back to the CSR that the task has been completed.

Allied will collect late set-outs upon notification by the customer on the first instance of violation as a courtesy without any additional charge. After a second violation, the driver radios the Customer Service Department and a CSR enters the information in the customer file to maintain a record of late setouts and actions taken by drivers.

To provide an efficient and effective mechanism to monitor the work orders, a summary report of all open work orders daily is printed and distributed to the entire management team. The report includes name and account number, service location, reason for call, time of call, and actions being taken. Operations information will be sorted by route supervisor area and distributed to the appropriate route supervisor for review. Customer service notes are reviewed by an assigned CSR and all notes are closed within two business days.

Improperly Prepared Setouts

If the customer sets out containers that include non-conforming materials, Allied will leave a non-collection notice. The courtesy notice will describe the type of violation and remind the customer that in the future the container will not be collected if it contains non-conforming materials. In the event of subsequent violations, the material will not be collected and a notice will be left on the container identifying the reason(s) for non-collection. After leaving the notice on the container, the driver will make a note for the customer service department and explain the action taken, which will be entered nightly by the operations clerk.

D. Public Education Program

The following collateral materials and outreach components comprise Allied's public education and outreach plan.

Website updates

On a monthly basis our Community Outreach Manager as well as the Customer Service Manager and Municipal Relationship Manager will ensure that all on site material is accurate and up-to-date.

Allied on the Web

Allied's website is a one-stop resource for news, information, and education on collection, recycling, transfer, and disposal services. The site, www.AlliedWasteUtah.com, provides in-depth information on residential and commercial programs and environmental initiatives. Sections include tips and resources for maximizing curbside recycling, information for commercial customers to boost diversion rates, and specifics on how to responsibly dispose of e-waste, hazardous household materials, and other environmentally harmful materials. Allied's updated website will also enable customers to view their collection schedule, securely pay their bill online, identify who to contact at Allied with service issues or questions.

E. Safety Program and Operational Training Program

Comprehensive Policies, Procedures and Training

Allied and its employees pride themselves on having the best safety record in the industry. Allied maintains strict compliance with all applicable OSHA and Federal, State and Local safety requirements. These requirements include extensive training and testing, maintaining compliance with all relevant on and off-road policies and procedures, wearing personal protective gear, and so forth. Safety is a culture at Allied, not only is it the first point in the Republic Star it is a standard each department lives and believes. Allied has a very low occurrence of incidents/accidents due to its company-wide emphasis on safety, extensive training, and on-going educational programs.

ReSOP Program

This training process includes on route assessment of drivers and routes through Republic Services Safety Observation Program (ReSOP). The ReSOP involves the use of a detailed assessment checklist and program for identifying compliance and non-compliance with a variety of driver and helper vehicle operation and collection operation policies and procedures, with corresponding corrective action steps and follow-up actions. The ReSOP is used to identify potential route hazards and safety sensitive areas (i.e., blind corners/backing situations, overhead clearance impediments, steep road grades, pedestrian traffic areas, school zones, etc.) that may have resulted from infrastructure changes after the development of our initial routes and that may warrant route modifications or reinforcement training.

Smith System (Tied in with ReSOP) Defensive driving course, receive a certificate upon completion.

All Allied drivers complete training in, The Smith System, a precautionary driving course, and receive a certificate upon completion. The Smith System is a series of interlocking techniques for preventing collisions. This course helps drivers to see, think, and act their way through the multitude of driving environments, challenges and changes that exist wherever drivers travel in whatever types of vehicles they operate. Early detection, awareness, accurate forecasting, perceptive anticipation, and deliberate reaction are the primary features of these techniques. While prevention loss of life and property, The Smith System also prevents financial losses by aiding drivers to reduce insurance claims, fuel consumption and a substantial amount of vehicle replacement and maintenance. These techniques are broken down into five Keys for our drivers, these keys are:

- **Aim high in steering:** Aim for the safest location. The safest location is the one that doesn't require the driver to back. If the driver cannot avoid backing, they must aim for the safest backing plan.
- **Get the big picture:** If the driver cannot avoid backing and they have arrived at the intended backing site, they must gather all information they can about the area before backing.
- **Keep your eyes moving:** A driver's eyes give them most of the information required to make decisions about driving. To stay alert when backing, driver must not let their eyes become inactive.
- **Leave yourself and out:** Drivers must cushion themselves against conflicts by building a space cushion around their vehicle.
- **Make sure they see you:** If there is potential for others to enter a driver's path, drivers must get their attention. If they remain unaware of the driver or fail to heed warnings, all drivers must stop until it is safe to continue.

Focus-Six Program

Focus Six is a comprehensive, interactive safety awareness campaign designed to reduce the frequency of six types of losses that have unacceptable levels of human suffering and monetary costs. This program creates greater driver awareness of the causes of the six most frequent and serious accidents, and is considered a cornerstone of Allied's safety program. The program's six areas of focus are: employee, rear collisions, rollover, pedestrian, backing, and intersections. Each month, the campaign generates the following communications components to Allied divisions:

- **Monthly Memo to General Managers:** This introduces the monthly topic and explains the need for the featured safety-related behaviors. Memos encourage active participation in the overall effort and solicit employee opinions/comments.
- **Monthly Poster:** Each month the featured theme is presented via a poster. It is designed to convey a brief message to employees.
- **Talking Points:** Each month supervisors receive salient questions/discussion points. These are utilized during one-on-one coaching sessions or in-cab ride-alongs.

- **Weekly Photos:** A photo frame is mounted next to the monthly poster where a new photo is to be mounted. The frame's caption reads: "What's wrong with this picture?"
- **Website Content:** Web content will reinforce the monthly topic.
- **Radio/Nextel Broadcast Messages:** There are eight broadcast messages per monthly topic reminding employees of hazards/defensive measures.
- **Focus Six Safety Alert:** A special safety alert is distributed in conjunction with the monthly topic to reinforce the need for driver involvement and interaction.

Safety Meetings

Allied's Operations, Maintenance, and Risk Management departments hold weekly and monthly safety meetings and Republic maintains a performance bonus program based upon the safety records. The amount of safety rewards are significant and have served to create a tremendous incentive for our employees to maintain the highest level of safety in the workplace and on City streets.

Safety topics are developed based on previous accident situations, potential for an accident to occur, or subject matter required under OSHA regulation. Allied prepares well-developed sessions and encourages open discussion and participation by all, and documents every session. Topics include, but are not limited to, the following:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry
- Workplace violence prevention



Section III- Proposal

A. Proposed Services

1) Santaquin City Student Environmental College Scholarship:

- Annually, Allied will fund, in conjunction with Santaquin City, one \$500 college scholarship to a high school student living in Santaquin.
- Award criteria will be determined jointly with Allied and Santaquin City.
- Allied will coordinate with Santaquin City to have the Mayor or designee present this scholarship at a High School assembly or City Council meeting.

2) Special Event Recycling and Garbage Collection

- Allied will assist the City with its special event garbage and recycling collection needs as requested by Santaquin City.
- Allied will gladly work with Santaquin City and community representatives to provide logistical input and suggestions to make events function smoothly and to keep event grounds clean and orderly
- Where appropriate and agreed upon Allied will staff an educational booth at events to provide recycling education and answer resident questions.

3) Christmas Tree Pickup

- Allied will provide Santaquin City a Christmas Tree collection service for residents at an agreed upon time.

4) Community Outreach Manager: Designated staff member to work directly with Santaquin City and the residents of Santaquin City.

- Allied has a staff member responsible for the implementation of the new contract and its terms in Santaquin City. This staff member will assist in promoting the programs selected for the residents of Santaquin City.
- This staff member is the City's direct contact for any issues or concerns the City of Santaquin or its residents may have. Staff is available to help arrange for services during special events as well as any additional services that may be requested by the City.
- Quarterly articles related to garbage, recycling, and green waste collection will be submitted to a City staff member for use in the City newsletter or other publications.
- An annual presentation will be made to Santaquin City Council to update Council Members on the waste collection programs in Santaquin City.

5) Sharps Program

- Allied teamed with Stericycle to create a streamlined approach for proper disposal of sharps.
- This is a mail-back program accessible on line where customers may select a kit, which will be mailed to them, complete with detailed instructions for use.
- This service will be offered at an affordable rate to Santaquin City residents.
- More detailed information about this program can be provided upon request to the city.

Solid Waste Collection Services Santaquin City

This proposal and rates are submitted upon the condition that, if selected for award of this work, Santaquin City and Allied Waste/Republic Services will negotiate in good faith on the terms and conditions to be included in a mutually acceptable contract.

The undersigned proposes to perform residential solid waste collection and disposal as described in the RFP, at the unit prices listed below, for each individual service.

Weekly Automated Residential Solid Waste Collection

	Monthly Unit Price
Price per residential unit with one container	\$ <u>4.95</u>
Price per container for each additional container	\$ <u>2.00</u>

Cost Adjustments

CPI- Allied requests an annual rate adjustment based upon the national Consumer Price Index (or other agreed upon index).

Fuel Surcharge – As part of our proposed rates Allied would require a fuel surcharge. This surcharge will be added in similar fashion to the current surcharge based upon the scale below.

Monthly Avg. \$/Gallon	\$ increase per 1st Container
\$3.99 or less	\$ -
\$ 4.00	\$ 0.03
\$ 4.10	\$ 0.06
\$ 4.20	\$ 0.09
\$ 4.30	\$ 0.12
\$ 4.40	\$ 0.15
\$ 4.50	\$ 0.18
\$ 4.60	\$ 0.21
\$ 4.70	\$ 0.24
\$ 4.80	\$ 0.27
\$ 5.00	\$ 0.30
\$ 5.10	\$ 0.33

Rate is based upon an average of the weekly On-Highway Rocky Mountain Index as provided by the Energy Information Administration

If monthly average exceeds \$ 5.10 the surcharge table will follow the same pattern

B. Optional Services

In Utah, Allied is at the forefront of creative and innovative ways to accommodate the needs of each city we service. Allied is the initiator and creator of programs such as Same-side of Street Pickup, Opt-in, and Opt-out recycling. Many of our competitors have adopted these programs into their own provided services. These programs represent what Allied can and will do to ensure the needs of Santaquin City will be met.

- Allied created the Opt-out recycling program. This program was designed to provide a recycling service that would create maximum participation without mandating service. We successfully implemented this program in Provo City in October 2011.
- Allied created the Opt-in recycling program in Utah. Saratoga Springs was the first city to offer this program to its residents back in 2003. Opt-in became the standard of recycling programs because it was an easy way for cities to offer a recycling program with virtually no resistance. This has been a very successful method of recycling and other waste collection companies have developed a similar program to offer cities.
- Allied was first to create the Same-side of Street Pickup program developed to reduce cost, minimize damage to the streets, and increase efficiency in communities. Mapleton, Salem, and Elk Ridge have greatly benefited from implementation of this sustainable practice.

Allied is committed to meeting the needs of Santaquin City. If the desires of the City change at any time during the agreement we will change our services and create new programs to best accomodate any current or future needs. The benefit of working with Allied is the track record of successful innovative programs uniquely designed for each City we are partners with.

1) Recycling

We are the largest recycler in Utah County, if and when Santaquin City is interested in implementing a recycling program we are the provider with the most expertise and experience. There is no better partner.

2) Same-Side of the Street Service

In order to provide Santaquin City with the best pricing and most efficient service, Allied Waste would like to suggest you consider Same-Side of the Street curbside pickup. If price is a significant factor in your decision, we encourage you to discuss the cost benefits this can provide. We have seen savings approaching 10% with this program.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C, H/O, Ext): 800-853-6155 FAX (A/C, H/O): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC INSURANCE COMPANY NAIC #: 24147 INSURER B: LEXINGTON INSURANCE COMPANY 19437 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	

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

USER LINE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CHANGEMATE: <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC		AWZY 59257	6/30/2011	6/30/2012	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$5,000,000 MED EXP./Any one person \$ PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMBINED AGG \$5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALLOWED AUTO <input checked="" type="checkbox"/> Hired AUTO <input checked="" type="checkbox"/> SCHEDULED AUTO <input checked="" type="checkbox"/> NON-SCHEDULED AUTO		MWTR 21343	6/30/2011	6/30/2012	COMBINED SINGLE LIMIT (Per occurrence) \$5,000,000 BODILY INJURY (Per person) \$ PROPERTY INJURY (Per occurrence) \$ VOLUNTARY CONTRIBUTIONS (Per occurrence) \$ \$
B	UMBRELLA LIAE EXCESS LIME RETENTIONS	<input checked="" type="checkbox"/> OCCUR CLAIMS MADE	2214223/2214224	6/30/2011	6/30/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYER RESPONSIBILITY EXCEPT OFFICIALS/DIRECTORS (Mandatory in TX) If yes, describe under DESCRIPTION OF OPERATIONS below	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A	AWWC 177108 00 AOS MWXS 945 Excess WC OH MWXS 946 Excess NSWC TX	6/30/2011 6/30/2011 6/30/2011	6/30/2012 6/30/2012 6/30/2012	X WC STATUS: OTHER EL AGGREGATE \$3,000,000 EL DISEASE - FARMER OVER \$3,000,000 EL DISEASE - POLICY LIMIT \$3,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS) (VEHICLES) (Attach ACORD 101, Additional Names/A Schedule, if more space is required)
Evidence of Coverage - For use for Republic Services, Inc. and all its subsidiaries

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services, Inc. & its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc., has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (MWXS 946) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

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Utah Department of Commerce
Division of Corporations & Commercial Code

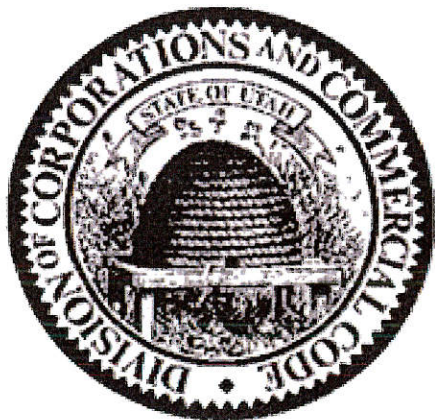
160 East 300 South, 2nd Floor, PO Box 146705
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Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

01/19/2012
5767493-016101192012-89580

CERTIFICATE OF EXISTENCE

Registration Number: 5767493-0161
Business Name: ALLIED WASTE SERVICES OF NORTH AMERICA, LLC
Registered Date: November 08, 2004
Entity Type: LLC - Foreign
Current Status: Good Standing

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah. The Division also certifies that this entity has paid all fees and penalties owed to this state; its most recent annual report has been filed by the Division (unless Delinquent); and, that Articles of Dissolution have not been filed.



Kathy Berg

Kathy Berg
Director
Division of Corporations and Commercial Code