

ADDENDUM NO. I

DATE: November 28, 2017

TO: All Potential Proposers

FROM: Penny Owens, Assistant Purchasing Agent, City of Knoxville

SUBJECT: Addendum No. I to the RFP for Construction and Demolition Waste Disposal Services

RFPS TO BE OPENED: December 1, 2017 at 11:00:00 a.m. (Eastern Time)

This addendum is being published to respond to questions asked by potential proposers regarding the above referenced RFP. This addendum becomes a part of the contract documents and modifies the original specifications as follows:

Question #1: Please provide a copy of the current C&D contract.

Answer: See Attachment A

Question #2: Section I. Statement of Intent, states that the City's intent is to enter into a written agreement for disposal for a period of ten years. Section 6.7 states that the City may terminate the agreement at any time. These provisions are not equitable. We request that the City consider terms which provide both parties with similar rights. For example, the agreement could provide a shorter term such as 5 years consisting of a one year base term and four optional annual one year extensions. Additionally, termination by either party would be limited to "termination with cause."

Answer: The City prefers a longer term agreement for this service. The current contract was executed for a 5-year term with one additional 5-year renewal. The City may consider a different configuration of the term but will issue a contract with a term that runs for up to ten years. Section 6.7 Termination is the City of Knoxville's standard termination clause in all contracts. Nothing in the termination language precludes a contractor from asking to terminate the agreement. The City retains the language as written.

Question #3: Sections V.5.4 and V.II. 7.4.E. request a rate schedule for the entire term of the agreement. Section 5.5 links any rate adjustment to changes in CPI with a maximum annual increase of 3.5%. Unless a guaranteed rate with fixed annual increases is allowed under the proposed agreement, the requested rate schedule is speculative.

Further, CPI does not always cover increased operating expenses. An example of this is the City Transfer Station. From 2009 through 2017, the disposal rate at the City Transfer Station increased from \$35 per ton to \$50 per ton, a 42.8% increase. During the same period, the City's disposal rate at Poplar View Landfill increased from \$16.00 to \$16.72, a 4.5% increase. As an alternative to CPI, perhaps rate

increases for the proposed agreement could be equal to the percentage increase charged by the City Transfer Station.

Answer: This is the standard price escalation model used in City of Knoxville service agreements. The City will not tie increases for the disposal of waste to the operations of the City.

Question #4: Please define: Page Six (6) Section 5.1 C

Answer: The facility must meet all local, state, and federal regulations and permitting requirements. Subtitle D of RCRA is the federal regulation monitored by the permitting state agency, in this case Tennessee Department of Environment and Conservation (TDEC).

Question #5: Please explain why a “Unit Price Per Cubic Yard” is required when on Page Eight (8) Section 5.5 it is defined that “the City shall pay to the Contractor Tipping Fees per ton”

Answer: The bidder will need to have a weigh in/weigh out procedure and a per ton price. A per cubic yard price is not needed. Please find and use the revised “Unit Cost for Services Submission Form” attached.

END OF ADDENDUM I

UNIT COST FOR SERVICES SUBMISSION FORM

RFP – Construction and Demolition Waste (C&D) Disposal Services

TYPE	UNIT COST PER TON
Construction and Demolition Waste	_____/per ton

JIMMY BROWN JOHNSON
Attorney
City of Knoxville

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KNOXVILLE, a municipal corporation organized and existing under the laws of the State of Tennessee ("CITY"), and POPLAR VIEW LANDFILL I, LLC, a Tennessee corporation, 6618 Rutledge Pike, Knoxville, Tennessee 37924 ("CONTRACTOR").

WITNESSETH:

WHEREAS, the Purchasing Agent for the City issued a Request for Proposals from qualified applicants for construction and demolition waste disposal services; and

WHEREAS, the Contractor submitted the most responsive evaluated bid; and

WHEREAS, the Contractor has the skills and experience necessary to dispose of construction and demolition waste generated by the City and City residents; and

WHEREAS, the Contractor currently operates a Class III-IV construction and demolition waste landfill ("C&D LANDFILL") at 1730 McMillan Station Rd., Knoxville, Tennessee 37924.

NOW, THEREFORE, the City and the Contractor, for the mutual considerations stated herein, agree as follows:

**ARTICLE 1.
BASIC AGREEMENTS**

1.1 SCOPE OF SERVICES.

(A) Operation of the C&D Landfill. Contractor shall:

- (i) Manage and operate the C&D Landfill in full compliance with all federal state and local laws and regulations now enforced and which may hereafter be enforced during the term of this Agreement, including without limitation compliance with all applicable permits, licenses, and other approvals, and requirements for testing, reporting and inspections.

- (ii) Obtain and maintain all permits, licenses and other approvals necessary to operate the C&D Landfill.
 - (iii) Only accept non-hazardous waste resulting from the construction, remodeling, repair and demolition of structures and from road building for disposal at the C&D Landfill. These wastes are limited to such products as are permitted in a Class III-IV construction and demolition waste landfill and may include bricks, concrete and other masonry materials, soil, rock and lumber, road spoils, rebar and paving material. They shall not include hazardous, infectious, household or commercial sanitary waste or special waste (unless such special waste is approved by TDEC).
 - (iv) Open the C&D Landfill for business, at a minimum, Monday through Friday from 7:00 a.m. until 4:30 p.m., and Saturday from 7:00 a.m. until 12:00 p.m., Eastern Time. The Contractor shall be capable of accepting waste for disposal during all hours the C&D Landfill is open for business. Notwithstanding the foregoing, in the event of an emergency, the City can require the C&D Landfill to operate for extended hours, to the extent permitted by TDEC. Emergencies that would trigger this requirement include, but are not limited to, storms or neighborhood clean-up operations.
 - (v) Use all reasonable efforts to maintain and keep free of litter and other foreign material all areas within the C&D Landfill and all access roads within a minimum of one-quarter of a mile of the gate to the C&D Landfill. The Contractor shall, in accordance with industry standards, be solely responsible for maintaining the C&D Landfill in a clean, vector-free and sanitary condition.
 - (vi) Be responsible for the closure of the C&D Landfill, and shall conduct such closure in full compliance with all applicable federal, state and local laws. Upon closure of the C&D Landfill, the Contractor shall remove from and dispose of all surplus and discarded materials, rubbish, temporary structures, construction equipment and debris which may have accumulated at or upon the C&D Landfill.
 - (vii) Subject to Section 1.5 hereof, accept any and all City-controlled construction and demolition waste for disposal at the C&D Landfill during the term of this Agreement.
- (B) City Landfill. The Contractor shall operate the C&D Landfill in a manner which will not adversely affect the City Landfill which was closed on the same site and shall conduct at its expense all environmental monitoring and mitigation efforts, including without limitation, methane, groundwater and air monitoring.

- (C) Inspection and Testing by City. During the term of this Agreement, the City or its designees shall have the right, but not the obligation or responsibility, to inspect and test the C&D Landfill and any other contiguous property at the City's own cost and expense. Inspection may occur at any time that the facilities are open and at any other reasonable time upon forty-eight hours' notice to the Contractor. Testing which does not interfere with the Contractor's operation may occur at any reasonable time upon forty-eight hours' notice to the Contractor. Except in the case of an emergency, testing which would interfere with the Contractor's operations shall be conducted at a time mutually agreed between the parties or when the facility is closed.

1.2 CITY'S COVENANTS.

In consideration of the Contractor services set forth in Section 1.1, the City agrees that it will send approximately 30,000 tons of construction and demolition waste per year to the C&D Landfill or, at the City's option, to an alternate site owned by Riverside C & D Landfill, LLC ("Riverside Landfill") at 3330 Delrose Drive, Knoxville, TN 37914. The average amount of City-controlled construction and demolition waste is dependent upon the City's construction activity, inclement weather and other factors.

- 1.3 CONTRACT DOCUMENTS. The executed Contract Documents will consist of the following:

- (A) This Agreement,
- (B) City's Request for Proposals, attached as Exhibit A,
- (C) Contractor's Proposal, attached as Exhibit B,

All exhibits attached to this Agreement are incorporated herein by reference and made a part of this Agreement as if they were fully set out verbatim. To the extent there is a conflict between the terms of any of the documents which constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on the Contractor shall control.

- 1.4 TERM. This Agreement shall commence on January 1, 2013 (the "Effective Date") and shall continue until December 31, 2017. This contract will be for a period of five (5) years unless earlier terminated pursuant to the provisions of this Agreement. The term of this Agreement may be extended for one (1) additional five (5) year term, under the same provisions, upon the prior written approval of the City and the Contractor. The term of this Agreement shall automatically renew on the same terms and conditions at the end of the current term for a period of one (1) year unless either party hereto gives the other party written notice ninety (90) days prior to the end of the then current term.

- 1.5 CONTRACT PRICE. During the term of this Agreement, the City agrees to pay Sixteen Dollars and 00/100 (\$16.00) per ton for disposal of construction and demolition waste accepted for disposal at the C&D Landfill. The tonnage will be determined by the Contractor's use of a certified, operational truck scale.

An Escalation Clause for the Contract Requirements section:

For the satisfactory performance of this Agreement, the City shall pay to the Contractor Tipping Fees per ton as detailed on the "Unit Cost of Services Submission Form" for City Waste Material delivered to and disposed of in the Sanitary Landfill for the first year of the Agreement. After December 31, 2013 and each December 31 thereafter during the remaining years of the term of the Agreement and any renewal terms thereof, the Contractor may adjust the contract price in accordance with the increase or decrease, if any, in the cost of living, using as a basis of such adjustment the "Revised Consumer Price Index for All Urban Consumers - South Region 1982-1984 = 100 - All Items" ("Index") for the month of September, published by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the maximum annual increase shall not exceed 3.5%. The new rate for each year will be calculated as per the following example:

CPI for current period (current September Index):	134.0
- CPI for previous period (prior year September Index):	129.9
= Index point change	4.1

Index point change (4.1) ÷ Prior year December Index (129.9) = 0.032 x 100 = 3.2%
index change

3.2% index change x current Tipping Fee = New Rate

The increase in the Tipping Fee may occur after Contractor has given the City written notice of such change and the City approves the calculation.

- 1.6 **INVOICES.** The Contractor will provide the City with an itemized invoice statement(s) evidencing the total amount of construction and demolition waste delivered by the City during the preceding month as verified by weight tickets. Payment for services satisfactorily rendered will be made within thirty (30) days after receipt of the Contractor's undisputed invoice(s). Payment for services rendered does not indicate the City's acceptance of such services as being fully in accord with all the provisions of this Agreement.
- (A) **Weight Tickets.** The Contractor will weigh or measure as set forth in Section 1.5 all loads of construction and demolition waste delivered to the C&D Landfill by the City. The Contractor will provide each City driver a weight ticket evidencing the date, time, and weight or measurement of each delivery, and any other information which may reasonably be required by the City Public Service Division.
- (B) The Contractor will maintain records of all deliveries, including the date, time, weight or measurement and total number of all deliveries. The City reserves the right to (1) make an onsite inspection of the Contractor's premises, and (2) request further documentation or clarification regarding the eligibility of expenses for which payment is requested.
- 1.7 **C&D LANDFILL LOCATION.** The Contractor's C&D Landfill is located at 1730 McMillan Station Rd., Knoxville, Tennessee 37924. The location of the site is a material condition of

this Agreement. If for any reason, the Contractor is unable to utilize this site to perform the services required by this Agreement, this Agreement will immediately terminate, unless the City provides prior written approval for an alternative site, which approval shall be granted or denied in the City's sole discretion.

- 1.8 ACCESS TO FACILITIES AND TRAFFIC CONTROL. The Contractor will maintain the C&D Landfill in good, safe condition and in a manner that is operationally acceptable to the City for the purposes intended by this Agreement. The entrance to the C&D Landfill and the roads used for the delivery of construction and demolition waste must accommodate two (2) hard, all-weather surface lanes of traffic. A diagram of the construction and demolition waste and the organization of the disposal activities is attached to this Agreement as part of the Contractor's Proposal, which is attached hereto as Exhibit B.

In addition, there must be a certified, operational truck scale in close proximity to the dumping/tipping area. The dumping/tipping area must be (a) a hard, all-weather surface, and (b) a minimum of sixty (60) feet by one hundred (100) feet.

The Contractor will operate the Facilities to insure traffic control, the unloading of City vehicles and the prevention of unreasonable delay of any City vehicle from its collection route.

- 1.9 STORAGE, TRAFFIC, NOISE AND ODOR. In accordance with the provisions of this Agreement, the Contractor will:

- (A) Reasonably mitigate traffic, noise, dust and odors in and at the C&D Landfill;
- (B) Prevent the creation of any nuisances caused by the Contractor's operation in and at the C&D Landfill;
- (C) Design and operate the C&D Landfill in an environmentally safe manner; and
- (D) Prevent the discharge of bacteria, hazardous substances and contaminants, and contaminants, and all other illicit discharges of any nature.

- 1.10 UNEXPECTED INCREASES IN THE VOLUME OF DELIVERED C&D WASTE. Neither massive annexation nor government unification will affect the validity of this Agreement. Rather, the City and the Contractor will renegotiate the operating procedures, site utilization and pricing schedule in good faith in order to address any dramatic increases in volume and the capabilities of the Contractor to operate the site if such event should occur during the term of this Agreement.

ARTICLE 2. PERMITS, LICENSING AND COMPLIANCE

For the duration of this Agreement, the Contractor will obtain and maintain at its expense all permits and licenses required by federal, state and local laws, rules or regulations. Obtaining or maintaining any and all permits and licenses are material conditions of this Agreement. If for any reason, the Contractor fails to obtain or maintain such permits and licenses, this Agreement will immediately terminate.

The Contractor will comply with all current and future general facility standards and all current and future rules or regulations promulgated by the Tennessee Department of Environment and Conservation.

ARTICLE 3 TERMINATION

3.1 CITY'S RIGHT OF TERMINATION. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated. The City will give the Contractor ninety (90) days written notice prior to termination without cause.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

ARTICLE 4. NOTICES

Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:

City of Knoxville:
Boyce Evans
Purchasing Agent
City of Knoxville
P. O. Box 1631
Knoxville, TN 37901
865-215-2070

Contractor:
Larry Seivers
6618 Rutledge Pike
Knoxville, TN 37924
865-546-6311

cc: David Brace, Director
City of Knoxville
Department of Public Service
Knoxville, TN 37901
(865) 215-2060

Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

ARTICLE 5. HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of the Contractor in performance of this Agreement or from the Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

The Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and the Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. The Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as the Contractor may request. The Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

The Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

ARTICLE 6. INSURANCE

At no additional cost to the City, the Contractor will procure and maintain for the duration of this Agreement insurance of the types and in the amounts described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the Contractor, its agents, representatives, employees or subcontractors.

- (A) Commercial General Liability Insurance. The Contractor will maintain occurrence version commercial general liability insurance or equivalent form with a limit of not

less than Two Million Dollars (\$2,000,000.00) each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it will apply separately to this Agreement, or be no less than Three Million Dollars (\$3,000,000.00).

Such insurance will:

- (1) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees and volunteers as insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. The coverage will contain no special limitations on the scope of protection afforded to the above-listed insureds.
 - (2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (B) Automobile Liability Insurance. The Contractor will maintain business automobile liability insurance for vehicles owned, hired, and non-owned, with combined single limit of not less than \$1,000,000.00 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobile owned, leased, hired, or borrowed by or on behalf of Contractor.
- (C) Workers' Compensation Insurance. The Contractor will maintain workers' compensation insurance with statutory limits as required by the State of Tennessee, or other applicable laws and employers' liability insurance with limits of not less than \$500,000.00. Contractor shall require each of its subcontractors to provide Worker's Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's worker's compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City.
- (D) Environmental Impairment Liability Insurance. The Contractor will maintain environmental impairment liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.
- (E) Other Insurance Requirements. The Contractor will:
- (1) prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section

and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901;

- (2) provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
- (3) replace certificates, policies and endorsements for any such insurance expiring prior to completion of services;
- (4) maintain such insurance from the time services commence until services are satisfactorily completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract;
- (5) place such insurance with an insurer licensed to do business in Tennessee and having A.M. Best Company rating of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- (6) require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employers' Liability insurance (unless subcontractor's employees are covered by the Contractor's insurance) in the same manner as specified for the Contractor, and furnish subcontractors' certificates of insurance to City immediately upon request.
- (7) any deductibles and/or self-insured retentions greater than \$50,000.00 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial solvency.
- (8) the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City.
- (9) all policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City.

The City, its officials, officers, employees, and volunteers are to be added as insureds on all liability insurance policies with respect to liability, arising out of the work or operations performed by or on behalf of the Contractor. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage until after thirty days written notice has been given to the City Attorney.

**ARTICLE 7.
NON-DISCRIMINATION**

The Contractor:

- (A) will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability;
- (B) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, national origin, sex or disability;
- (C) will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and
- (D) will include these provisions in every subcontract or sublease let by or for him.

**ARTICLE 8.
ETHICAL STANDARDS**

The Contractor hereby takes notice of and warrants that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

- (A) Sec. 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefor, where to the employee's knowledge there is a financial interest possessed by:

- (1) The employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

- (B) Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

- (C) Sec. 2-1050. *Gratuities and Kickbacks Prohibited.*

Gratuities. It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

- (D) Sec. 2-1051. *Covenant Relating to Contingent Fees.*

(a) *Representation of Contractor.* Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) *Intentional violation unlawful.* The intentional violation of the representation specified in subsection (a) of this section is unlawful.

- (E) Sec. 2-1052. *Restrictions on Employment of Present and Former City Employees.*

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

(F) Remedies for Violations. For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

ARTICLE 9. ADA COMPLIANCE

With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq. ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any costs or expenses arising from the Contractor's failure to comply with the ADA.

ARTICLE 10. MISCELLANEOUS PROVISIONS

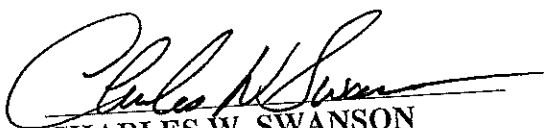
- 10.1 INDEPENDENT CONTRACTOR. The Contractor will render all services as an independent contractor; it will not be considered an employee of the City, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City.
- 10.2 ASSIGNMENT. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.
- 10.3 SUBCONTRACTS TO THE AGREEMENT. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.
- 10.4 WRITTEN AMENDMENTS. This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.
- 10.5 REQUIRED APPROVALS. Neither the Contractor nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

- 10.6 ARTICLE CAPTIONS. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.
- 10.7 SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 10.8 FEDERAL, STATE AND LOCAL REQUIREMENTS. The Contractor is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.
- 10.9 GOVERNING LAW. This Agreement will be governed and construed in accordance with the laws of the State of Tennessee.
- 10.10 ENTIRE AGREEMENT. This Agreement forms the entire Agreement between the City and the Contractor. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect.
- 10.11 EEO/AA COMPLIANCE: The City is an EEO/AA/Title VI/ Section 504/ADA/ADEA Employer.

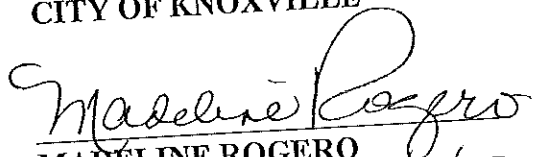
IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement in

two (2) copies as of the below-written date.

APPROVED AS TO FORM:

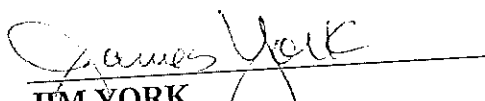

 CHARLES W. SWANSON
 LAW DIRECTOR

CITY OF KNOXVILLE

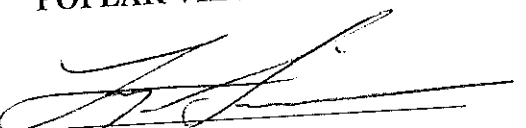
BY: 
 MADÉLINE ROGERO
 MAYOR 2/4/13

DATE: January 9, 2013

FUNDS CERTIFIED:


 JIM YORK
 FINANCE DIRECTOR

POPLAR VIEW LANDFILL I, LLC

BY: 
 TITLE: Member

Required Documents:

Certificate of Insurance
Payment Bond
Release Form

JBJ

X
N/A
N/A

Documents to be Attached:

City's Request for Proposals, attached as Exhibit A,
Contractor's Proposal, attached as Exhibit B,
Certificate(s) of Insurance, Exhibit C

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CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
CONSTRUCTION AND DEMOLITION
WASTE DISPOSAL SERVICES

Proposals to be Received by 11:00 a.m., Eastern Time
November 16, 2012

Submit Proposals to:
City of Knoxville
Office of Purchasing Agent
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902



Request for Proposals

**CONSTRUCTION AND DEMOLITION
WASTE DISPOSAL SERVICES**

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City of Knoxville
Request for Proposals

**CONSTRUCTION AND DEMOLITION
WASTE DISPOSAL SERVICES**

I. Statement of Intent

The City of Knoxville is requesting proposals for the safe, efficient and environmentally sound disposal of the City's construction and demolition (C&D) waste. The management of the City's C&D waste must be in full compliance with all federal, state and local laws and regulations and at a location or locations within a 15-mile radius of the center city of Knoxville (as defined as 400 Main Street; Knoxville, Tennessee 37902), unless the proposer can successfully demonstrate an ability to transfer material from a location within that radius. It is the intent of the City to enter into a written contract with the successful proposer for the safe and sanitary disposal of construction and demolition waste for a period of ten (10) years.

II. RFP Time Line

Availability of RFP October 26, 2012
Deadline for questions to be submitted (in writing) to the
Purchasing Agent November 9, 2012
Proposals Due Date November 16, 2012
Proposals Reviewed and Interviews of Specific Submissions
Contract Start Date..... January 1, 2012

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

III. Background

Solid waste collection and disposal are critical services commonly provided by municipal governments. The City of Knoxville provides the bulk of its solid waste management services via contracts with private vendors. These services include; (i) the collection of residential solid waste from customers at their homes; (ii) the collection of residential single stream recycling from customers at their homes; (iii) the disposal of municipal solid waste at a Class I landfill; (iv) the processing of residential yard waste; and (v) the disposal of City-related or transferred construction and demolition debris at a Class III-IV landfill.

In addition to these privately contracted services the City also owns and operates a centrally located Solid Waste Management Facility (SWMF or "Transfer Station") at 1033 Elm Street; Knoxville, Tennessee 37921. The SWMF is designed to receive and transfer various solid waste materials from residents, small businesses and other customers throughout the city, county and

region. In addition to the SWMF, the City also produces C&D materials through various construction and demolition projects through its street services and codes demolition resources or during times of inclement weather (i.e., tornados, wind events, ice, etc.).

The primary sources of construction and demolition (C&D) waste to be disposed of under this agreement are as follows:

City Construction Projects Waste – includes residential and commercial demolition debris, debris from sidewalk removals and construction, debris from road projects and stormwater pipe repairs and other construction and demolition debris from other projects throughout the city.

Transfer Station - The City of Knoxville owns and operates a solid waste transfer station located within one block off I-275 at the Baxter Avenue exit. This facility operates six days a week, accepting waste from small contractors, households and City resources. Seventy to eighty percent (70-80%) of the material transferred by the SWMF is C&D in nature.

For calendar year 2011, the City disposed of 55,230.89 tons of waste at a Class III-IV landfill. This number is slightly higher when compared to previous years due to storm related damage and roof repairs experienced during this time period. The chart below shows total C&D tonnages for the past ten years. A breakdown of the City's entire solid waste activities for calendar year 2011 can be found at: http://www.cityofknoxville.org/solidwaste/report_2011.pdf.

CONSTRUCTION AND DEMOLITION TOTALS

CALENDAR YEAR	TONNAGE
2002	43,343
2003	51,176
2004	40,438
2005	38,626
2006	37,228
2007	45,514
2008	43,726
2009	44,159
2010	42,363
2011	55,230
Average Tonnage Per Year	44,180

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to provide construction and demolition waste disposal services for the City of Knoxville.

4.2 This material contains general conditions for the procurement process, the scope of service requested; contract requirements; instructions for submissions of proposals; and submission forms that must be included in the proposal. The RFP should be read in its entirety

before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Assistant Purchasing Agent by the close of the business day on November 9, 2012.** Questions can be submitted by letter, fax (865-215-2277), or email to jmcclelland@cityofknoxville.org. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.cityofknoxville.org/purchasing, not later than three (3) days prior to the date fixed for the opening of the bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) accept any alternative submission of proposals presented which in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this proposal. The proposer is required to submit this affidavit prior to execution of the Contract.

4.8 Regarding the Equal Business Opportunity Program contracting, the appropriate Form I or Form II **must** be submitted with the proposal. Successful proposers who include Form I with their proposals, stating their intent to use MOB or WOB subcontractors for any part of the contract, will be required to submit Form III, Statement of Payments to MOB/WOB Subcontractor(s) & Supplier(s). Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during

the life of the contract and with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment may not be released by the City until Form III is submitted.

4.9 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.10 All expenses for making submission of proposals shall be borne by submitting entity.

4.11 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**

4.12 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.cityofknoxville.org/purchasing. **Proposals from un-registered proposers may be rejected.**

V. Scope of Service

The City of Knoxville will collect or have collected C&D waste generated and collected within our corporate city limits for disposal at a Class III-IV sanitary landfill. The successful proposer shall be able to demonstrably satisfy the requirements outlined below:

5.1 Disposal Site(s) Operation and Physical Requirements:

A. Vendor shall have a solid history of Class III-IV, 40 CFR Part 258 Subtitle D of Resource Conservation and Recovery Act (RCRA) landfill operation and compliance with all applicable local, state, and federal laws and regulations including all aspects of the Tennessee Code Annotated Rules of Tennessee Department of Environment and Conservation Solid Waste Management Chapter 0400-11-01 Solid Waste Processing and Disposal and other applicable TDEC rule, regulations and laws.

B. The proposed disposal site shall have to guarantee the capacity to accept the City's waste stream for a period of at least ten (10) years.

C. The site shall be a lined facility meeting or exceeding all Subtitle D regulations and other local/state/federal rules, regulations and laws.

5.2 Disposal Site: The City of Knoxville will deliver or cause the delivery of all C&D waste if the proposed disposal facility is within a 15-mile radius of the center city of Knoxville (defined as 400 Main Street; Knoxville, Tennessee 37902). Contractors proposing a disposal facility or

facilities greater than 15-miles from downtown Knoxville must also provide a comprehensive transfer and transportation plan. The contractor's proposal and scope of service must include the following:

- A. Location of facility/facilities where municipally generated or collected C&D waste will be delivered.
- B. List of all applicable state/federal/local permits needed for the operation of the facility. Contractor shall include copies of all permits and note any restrictions therein.
- C. Detailed history/background of the facility or facilities, including but not limited to:
 - 1. Annual volume of waste accepted (10 year history).
 - 2. How long facility has been in operation.
 - 3. Facility's history of ownership since opening.
 - 4. Current and proposed hours of operation and the ability of the company to provide additional service hours during times of need or emergency such as inclement weather.
 - 5. List of any current, pending or historical permit violations or litigation in the past five years.
 - 6. Size and description of the facility including a detailed site map showing current, future, and closed cells, access points, scales or tip houses, land use types of the site and surrounding parcels and any other pertinent information needed for the review team to consider.
 - 7. List or describe the company's sustainability model for the site, including current practices and future initiatives. Proposers should specifically describe current C&D recycling services offered by the organization and list the locations of the processing sites and willingness and ability to provide C&D recycling for City projects in the future.
- D. Documentation that demonstrates proposer's site has the capacity to handle the City of Knoxville's waste stream for the term of the contract (10 years from date of contract).
- E. Detailed transfer and transportation plan for any facility greater than 15 miles from the center city of Knoxville (400 Main Street).

Transfer and transportation plans must include the following:

- 1. Location of transfer station including copies of all applicable state/federal/local permits.
 - 2. Staff and equipment used for transfer and transportation services.
 - 3. If transportation services are to be sub-contracted, sub-contractor must demonstrate capability to provide services for the length of the contract.
- F. The proposer must make the site or sites available for inspection by the City or its authorized representative(s) during normal business hours during the proposal review process, and, if selected, during the course of the contract.

G. If the proposer has more than one site available for use by the City in disposing of or transferring C&D waste, please describe in detail the benefits to the City in utilizing multi-site drop locations.

5.3 Financial Stability: All proposers shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, and the expertise to perform the services required by these specifications. No contract will be awarded to any proposer who, as determined by the City, has an unsatisfactory performance record or inadequate experience, or who lacks the necessary capital, organization, or equipment to conduct and complete the services in strict accordance with the specifications as well as all local, state, and federal solid waste laws and regulations.

5.4 Unit Cost of Services: The proposer shall provide a unit cost for services provided. Unit costs should include both a (i) cost per ton AND a (ii) cost per cubic yard. Tipping fees shall be submitted for C&D waste (see Unit Cost of Services Submission Form). Proposer shall include a cost schedule for the entire term of the agreement, based upon the first year's stated tipping fees and subject to applicable CPI increases each year thereafter for the life of the contract.

An Escalation Clause for the Contract Requirements section:

6.14 For the satisfactory performance of this Agreement, the City shall pay to the Contractor Tipping Fees per ton as detailed on the "Unit Cost of Services Submission Form" for City Waste Material delivered to and disposed of in the Sanitary Landfill for the first year of the Agreement. After December 31, 2013 and each December 31 thereafter during the remaining years of the term of the Agreement and any renewal terms thereof, the Contractor may adjust the contract price in accordance with the increase or decrease, if any, in the cost of living, using as a basis of such adjustment the "Revised Consumer Price Index for All Urban Consumers – South Region 1982-1984 = 100 - All Items" ("Index") for the month of September, published by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the maximum annual increase shall not exceed 3.5%. The new rate for each year will be calculated as per the following example:

CPI for current period (current September Index):	134.0
- CPI for previous period (prior year September Index):	129.9
= Index point change	4.1

Index point change (4.1) ÷ Prior year December Index (129.9) = 0.032 x 100 = 3.2%
index change
3.2% index change x current Tipping Fee = New Rate

The increase in the Tipping Fee may occur after Contractor has given the City written notice of such change and the City approves the calculation.

VI. Contract Requirements

Submitting entities, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

- 6.1 The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the contract will prevail.
- 6.2 The contract will be administered by the City of Knoxville Department of Public Service.
- 6.3 Invoices for services will be submitted to the City in accordance with the contract terms.
- 6.4 The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.
- 6.5 The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing

Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

- C. **Workers' Compensation Insurance.** Contractor shall maintain workers'

compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City.

- D. **Other Insurance Requirements.** Contractor shall:
- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901.
 - Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
 - Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 - Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
 - Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
 - Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
 - Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial solvency.
 - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City.

- All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City.

Additional insurance may be required. The City, its officials, officers, employees, and volunteers are to be added as insureds on all liability insurance policies with respect to liability, arising out of the work or operations performed by or on behalf of the Contractor. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage until after thirty days written notice has been given to the City Attorney.

6.9 Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11, Section 2-1048 entitled "Conflict of interest" which states, "It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by: (1) the employee or the employee's immediate family; (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment;" Section 2-1049 of the Code entitled "Receipt of benefits from city contracts by council members, employees and officers of the city," which states "It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void;" Section 2-1050 entitled "Gratuities and kickbacks prohibited," which states that "It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of: (1) An official action taken, or to be taken, or which could be taken; (2) A legal duty performed, or to be performed, or which could be performed; or (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee. Anything of nominal value shall be presumed not to constitute a gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order;" and Section 2-1051 entitled "Covenant relating to contingent fees," which states that "Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business."

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.

6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

6.13. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.14 The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure. Before a contract is signed by the City, the submitting entity, if selected, must provide the City Purchasing Division with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location.

6.15 The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP; and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1 General

Submission forms and RFP documentation may be obtained on or after October 26, 2012, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at

www.cityofknoxville.org/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information

Proposers shall include 5 hard copies (one original and 4 duplicates), as well as one electronic (.pdf format) copy of their submission; the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed proposals; do not email your proposal.** Proposals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). Proposals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). **IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.** The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00 a.m. (Eastern Time) on November 16, 2012. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

Each sealed envelope containing a proposal or multiple copies of the proposal must be plainly marked on the outside "C&D Waste Disposal Services."

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A) Form S-1
 - B) Non-Collusion Affidavit
 - C) Drug Free Workplace Affidavit
 - D) Unit Cost for Services Submission Form
 - E) Form I or Form II from the Equal Business Opportunity Program
4. Body of Proposal: See Paragraph 7.4 for instructions

NOTE: Submission forms are found in the Submission Forms section.

7.4 Body of Proposal

The following information (at a minimum) must be contained in each proposal:

A. Qualifications and Experience of Firm

1. Disposal Management Experience

Furnish satisfactory evidence to the City that proposer has necessary disposal management experience by having been continuously engaged in the business of operating a permitted Class III-IV disposal facility for at least the preceding three (5) years. If proposer is required to provide transportation services, similar evidence is required for the transfer and transportation of C&D wastes.

2. Financial Statement

The proposer must provide adequate information to assure that it possesses the financial resources and stability to fulfill its obligation to the City of Knoxville for the contract term. This documentation should include, but is not limited to, the following:

a. Latest financial report

b. Audited financial statements for past three (3) years

c. Statements answering the following questions:

- Has your organization ever failed to complete any work awarded? If so, where and why?
- Has any officer or partner of your organization or person listed in previous sections ever been convicted of any criminal conduct or been found in violation of any state or local statute or regulation? If so, give name of individual and reason thereof.
- Has your firm, or any officer or partner of your organization, or person listed in previous sections, ever been barred from bidding on contracts in this or any other state under any state or federal law? If yes, explain.

3. Operations

Proposer must describe the operation of the disposal facility and, if applicable, the transportation and transfer system including, but not limited to, the following:

- a. List of all equipment utilized in operations including any leased equipment. Make and model of equipment and approximate age/hours.
- b. List number, types and experience of staff including support services such as consulting engineers.
- c. List hours of operation including any holidays facility is closed.
- d. List size and type of truck scales used and state how often they are calibrated.
- e. Describe facility leachate and gas management systems.
- f. Describe the transportation leachate management system.
- h. Assure the City of the facility's ability to handle waste during times of natural disasters such as tornadoes, etc.

B. Client Satisfaction

Provide the names, addresses and telephone numbers of at least five customer references, including at last three local governments and the city/county where the facility is located.

C. Provide a detailed explanation of the scope of services to be provided as set forth in the Scope of Services section of this RFP.

D. Additional Services

The proposer may submit a description of any additional services or products not previously described that may be of benefit to the City including any environmental sustainability programs and/or plans for the site including but not limited to (i) programs designed to divert recyclable or re-usable material; (ii) landfill gas capture; (iii) waste fuel boiler systems; (iv) water quality or liquid/leachate prevention or management programs both for the facility and transportation aspects of the operation; and (v) other alternative fuel or sustainability options.

E. Unit Cost of Services

The proposer shall provide a unit cost for services provided. Unit costs should include both a (i) cost per ton AND a (ii) cost per cubic yard. Tipping fees shall be submitted for C&D waste (see Unit Cost of Services Submission Form). Proposer shall include a cost schedule for the entire term of the agreement, based upon the first year's stated tipping fees and subject to applicable CPI increases each year thereafter for the life of the contract.

7.5 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of

proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contractual negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and their associated weights upon which the evaluation of the proposals will be based includes, but is not limited to, the following:

Technical Approach, 20% - Proposers will be evaluated on the extent to which the proposed facility/facilities and operation addresses the goals of this RFP. Proposers will also be evaluated on how well they respond to all the requirements outlined in this RFP.

Experience, 20% - Proposers will be evaluated on the basis of their demonstrated experience in operating a C&D disposal facilities and related services.

Financial Stability, 15% - Proposers will be evaluated on the basis of their financial strength and their ability to support their long term obligations under this agreement.

Cost, 35% - Proposers will be evaluated based on the total cost over the term of the contract.

Environmental Sustainability Practices, 10% - Proposer will be evaluated on the basis of their ability to communicate the company's sustainability model for the site including both current practices and planned, future initiatives. This section should also include options or potential/future options for providing recycling of C&D materials to the City via this contract.

Provided it is in the best interest of the City to accept it, the firm submitting the proposal that is determined to be most advantageous to the City, taking into consideration price and the evaluation factors set forth in this request for proposals, will be selected. The firm selected will be notified at the earliest practicable date.

Submission Forms

**CITY OF KNOXVILLE
REQUEST FOR PROPOSALS**

**CONSTRUCTION AND DEMOLITION
WASTE DISPOSAL SERVICES**

Submission Form S-1

Proposals to Be Received by 11:00 a.m., Eastern Time, November 16, 2012, in Room 667-674; City/County Building; Knoxville, Tennessee.

IMPORTANT: Proposers shall include 5 hard copies (one original and 4 duplicates), as well as one electronic (.pdf format) copy of their submission; the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed proposals; do not email your proposal.** **IMPORTANT NOTE:** A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Signature: _____

Name and Title of Signer _____

Note: Failure to use these response sheets may disqualify your submission.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Title

My Commission expires _____

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

_____, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-100 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this ____ day of _____, 2011.

Title _____

My Commission expires _____

UNIT COST FOR SERVICES SUBMISSION FORM

RFP – Construction and Demolition Waste (C&D) Disposal Services

TYPE	UNIT COST PER TON	UNIT COST PER CUBIC YARD
Construction and Demolition Waste	_____/per ton	_____/per cubic yard

EQUAL BUSINESS OPPORTUNITY PROGRAM

Contracting Component

SECTION I

EQUAL BUSINESS OPPORTUNITY PROGRAM "GOOD FAITH EFFORT PLAN"

The City of Knoxville strongly encourages contractors to employ minority owned businesses and women owned businesses as subcontractors whenever feasible. This is viewed favorably by the City of Knoxville. In fact, the City's goal for minority and women owned business participation is 10 percent of the contract amount.

Prime contractors will consider all competitive sub-bids and quotations received from minority owned businesses (MOB) and women owned businesses (WOB). When a subcontract is not awarded to the MOB/WOB submitting the lowest bid, the prime contractor must document the reason(s) the award was not made in writing. If the Contractor terminates an agreement and/or subcontract with a MOB/WOB, then the contractor is required to strongly consider selection of another MOB or WOB as a replacement.

GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
 - a. Advertising
 - b. Written notices to all certified MOB's and WOB's who have the capability to perform the work or provide the service.
 - c. Solicitation of interest must be within sufficient time to allow MOB's and WOB's to respond to the solicitation.
 - d. Faxes, direct mailings, and telephone requests.
2. Providing interested MOB's and WOB's with adequate information about plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
3. Negotiating in good faith with interested MOB's and WOB's.
 - a. It is the bidder's/proposer's responsibility to make opportunities available to MOB's

and WOB's subcontractors and suppliers and to select opportunities consistent with the available MOB/WOB business subcontractors and suppliers. Evidence of such negotiations includes the names, addresses, and telephone numbers of MOB's and WOB's considered.

- (1) A description of the specifications for the work selection for subcontracting
 - (2) Evidence why agreements could not be reached for MOB's and WOB's to perform the work.
4. Effectively using the services of available minority, women contractor groups, local minority and women business assistance offices, small business groups, and other organizations on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.

SECTION II

MOB/WOB SUBMITTAL TIME FRAME

The Contractor will submit the following forms with the bid/proposal:

1. "Statement of Intent for MOB/WOB Utilization" (Form I Attached)

This form will be submitted by the bidder/proposer if he/she plans to subcontract any portion(s) of the work with a MOB and/or a WOB. This form illustrates the areas the Contractor has identified as potential MOB and/or WOB subcontract opportunities and the dollar value associated with these opportunities. The purpose of "Form I" is to measure the Contractor's "Good Faith Efforts." It does not commit the prime to subcontracting these areas only to MOB and WOB firms or release the prime from negotiating with MOB/WOB firms for subcontract opportunities.

OR

2. "Statement of Intent of Performing Work Without Subcontracting" (Form II Attached)

This form will be submitted if the bidder/proposer does not plan to subcontract any portion(s) of the work and if there are not any sufficient material purchases in which MOB/WOB firms can be utilized. The bidder/proposer must certify that this has been a typical practice on projects of similar scope and dollar value. By submittal of Form II, the Contractor certifies that:

- (1) He/she does not typically subcontract on projects of similar scope and dollar value.
- (2) He/she will not enter into any subcontract for duration of the project, and if he/she does decide to subcontract any portion of the work, he/she will: notify the City immediately of the decision to subcontract and adhere to the provision of "Good Faith Efforts" in filling that subcontract opportunity.

The Purchasing Division may request the apparent low bidder/proposer to provide additional

information to clarify the bidder's/proposer's responsiveness and intent in this regard.

These documents will be received by the Purchasing Division upon submission of a proposal/bid. Additionally, prime contractors who submit Form I stating their intent to use MOB or WOB subcontractors for any part of the contract are required to report the amount(s) they have paid to these subcontractors on June 30th and December 31st of each year. Failure to submit this reporting data may result in a delay of payments. At the time of the final request for payment, the prime shall submit a Statement of Final Payments to MOB and WOB Subcontractors and Suppliers (Form III attached). Final payment will not be released by the City until Form III is submitted.

SECTION III

DEFINITIONS

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. Black American, which includes persons having origins in any of the Black racial groups of Africa;
- b. A Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, which includes persons who are American Indians or Alaska Native;
- d. An Asian-Indian American, which includes persons whose origins are from Indian, Pakistan or Bangladesh.
- e. An Asian Pacific Islander, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marinas.

Minority Owned Business (MOB), Women Owned Business (WOB): A business which is at least (51%) owned and controlled by minority group members or European American female(s). A MOB/WOB is bonafide only if the minority group interests are real and continuing and not created solely to meet the MOB/WOB requirement. In addition, the MOB/WOB must perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must be bonafide. Certification of minority owned businesses and women owned businesses is provided by City Community Relations Office.

Owned and Controlled: A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or European American female; (2) a partnership or joint venture controlled by minorities or European American females, and in which at least (51%) of the beneficial ownership interests legitimately are held by minorities or European American females; or (3) a corporation or other entity controlled by minorities or European American females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities or European American females. In addition, these persons must control the management and operation of the

business on a day-to-day basis.

Subcontractor: Any named person, firm, partnership, or corporation which supplies any work, labor, services, supplies, equipment, materials, or any combination of the foregoing contract with the contractor on a public contract.

FORM I

STATEMENT OF INTENT OF MOB/WOB UTILIZATION (TO BE SUBMITTED WITH THE BID/PROPOSAL)

We, _____, do certify that on the _____,
(Bidder/Proposer)

_____ (Project Name)

(_____)
(Dollar Amount of Bid)

MOB/WOB's will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated dollar value of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ _____.

Description of Work	MOB/WOB Utilization		Name of MOB/WOB
	MOB Amount	WOB Amount	

The undersigned understands that they are to report the annual amount disbursed to these MOB(s) /WOB(s) on June 30th of each year. Moreover, the undersigned understands that he/she is required to report the total amount disbursed to MOB(s)/WOB(s) for this project at the completion of the project and that payments may be withheld until these reporting requirements are met.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM II

STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING (TO BE SUBMITTED WITH BID/PROPOSAL)

We, _____, hereby certify that it is our
(Bidder/Proposer)

intent to perform 100 % of the work required for the _____
contract.
(Name of Project)

In making this certification, the Bidder/Proposer states that:

1. It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. If it is necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the "Good Faith Efforts" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM III

**STATEMENT OF PAYMENTS TO MOB/WOB SUBCONTRACTOR(S) & SUPPLIER(S)
(TO BE SUBMITTED ON JUNE 30 AND DECEMBER 31 OF EACH YEAR FOR THE
LIFE OF THE CONTRACT AND TO BE WITH FINAL PAYMENT REQUEST)**

Project: _____
Contract#: _____

Contractor's Name: _____

Cert. #	MOB	WOB	Name of Firm / Address & Phone#	Total Amount Paid	Contact Person

I hereby certify that this statement is true and that above payments have been made.

Contractor: _____

Address: _____

By: _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public: _____

My Commission Expires: _____

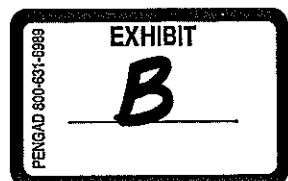
COPY

City of Knoxville
Request For Proposals

**CONSTRUCTION AND DEMOLITION
WASTE DISPOSAL SERVICES**

POPLAR VIEW LANDFILL I LLC
6618 Rutledge Pike
Knoxville, Tn. 37924

Physical Address:
1730 McMillan Station Rd.
Knoxville, Tn. 37924



POPLAR VIEW LANDFILL LLC

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CITY OF KNOXVILLE
REQUEST FOR PROPOSALS

CONSTRUCTION AND DEMOLITION
WASTE DISPOSAL SERVICES

Submission Form S-1

Proposals to Be Received by 11:00 a.m., Eastern Time, November 16, 2012, in Room 667-674; City/County Building; Knoxville, Tennessee.

IMPORTANT: Proposers shall include 5 hard copies (one original and 4 duplicates), as well as one electronic (.pdf format) copy of their submission; the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. Electronic submissions must be included with the sealed proposals; do not email your proposal. **IMPORTANT NOTE:** A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.

Please complete the following:

Legal Name of Proposer: Poplar View Landfill I, LLC

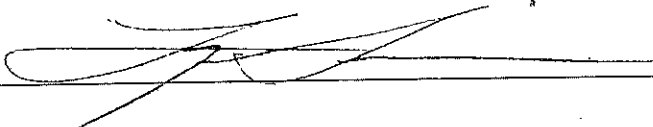
Address: 6618 Rutledge Pike, Knoxville TN 37924

Telephone Number: (865) 546-6311

Fax Number: (865) 546-6349

Contact Person: Larry Seivers

Email Address: lseivers@tnwaste.com

Signature: 

Name and Title of Signer Larry Seivers Member

Note: Failure to use these response sheets may disqualify your submission.

NON-COLLUSION AFFIDAVIT

State of Tennessee

County of KNOX

Larry Seivers, being first duly sworn, deposes and says that:

- (1) He/She is the Member of Poplar View Landfill LLC the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): [Signature]

Title: Member

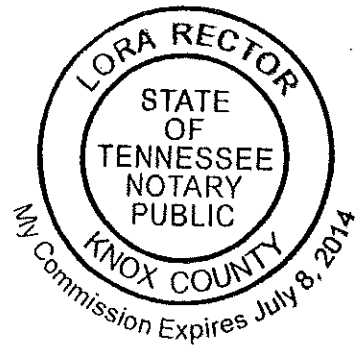
Subscribed and sworn to before me this 8th day of Nov, 2012.

[Signature]

Member
Title

Lora Rector

My Commission expires 7-08-2014



DRUG-FREE WORKPLACE AFFIDAVIT

State of Tennessee

County of Knox

Larry Seivers, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of Poplar View Landfill, LLC the firm that has submitted the attached Proposal, his or her title being Member of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-100 et. seq., have been met and implemented.



(Signed)

Member

(Title)

Subscribed and sworn to before me this 08th day of Nov, 2012

Title Member

My Commission expires 7-08-2014



Poplar View Landfill I, LLC

UNIT COST FOR SERVICES SUBMISSION FORM

RFP – Construction and Demolition Waste (C&D) Disposal Services

TYPE	UNIT COST PER TON	UNIT COST PER CUBIC YARD
Construction and Demolition Waste	<u>\$ 16.00</u> /per ton	<u>\$ 3.00</u> /per cubic yard

NOT Applicable

FORM I

STATEMENT OF INTENT OF MOB/WOB UTILIZATION (TO BE SUBMITTED WITH THE BID/PROPOSAL)

We, _____, do certify that on the
(Bidder/Proposer)

(Project Name)

(_____)
(Dollar Amount of Bid)

MOB/WOB's will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated dollar value of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ _____.

Description of Work	MOB/WOB Utilization		Name of MOB/WOB
	MOB Amount	WOB Amount	

The undersigned understands that they are to report the annual amount disbursed to these MOB(s) /WOB(s) on June 30th of each year. Moreover, the undersigned understands that he/she is required to report the total amount disbursed to MOB(s)/WOB(s) for this project at the completion of the project and that payments may be withheld until these reporting requirements are met.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

NOT Applicable

FORM II

STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING (TO BE SUBMITTED WITH BID/PROPOSAL)

We, _____, hereby certify that it is our
(Bidder/Proposer)

intent to perform 100 % of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the **Bidder/Proposer** states that:

1. It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. If it is necessary to subcontract some portion of the work at a later date, the **bidder/proposer** will comply with all requirements of the "Good Faith Efforts" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

NOT Applicable

FORM III

**STATEMENT OF PAYMENTS TO MOB/WOB SUBCONTRACTOR(S) & SUPPLIER(S)
(TO BE SUBMITTED ON JUNE 30 AND DECEMBER 31 OF EACH YEAR FOR THE
LIFE OF THE CONTRACT AND TO BE WITH FINAL PAYMENT REQUEST)**

Project:

Contract#: _____

Contractor's

Name: _____

Cert. #	MOB	WOB	Name of Firm / Address & Phone#	Total Amount Paid	Contact Person

I hereby certify that this statement is true and that above payments have been made.

Contractor: _____

Address: _____

By: _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary

Public: _____

My Commission

Expires: _____

5.1 Disposal Site(s) Operation and Physical Requirements

- A Poplar View Landfill I LLC has owned and operated Class III-IV landfills for 7 Years. Tennessee Department of Environment and Conservation (TDEC) permit Attachment 5.1 A.
- B See the Applied Engineering & Management Corporation (AEMC) waste volume report Attachment 5.1 B.
- C Poplar View Landfill I LLC meets all local, state, and federal rules, regulations and laws

5.2 DISPOSAL SITE

- A **POPLAR VIEW LANDFILL I LLC**
6618 Rutledge Pike
Knoxville, Tn. 37924

Physical Address:
1730 McMillan Station Rd.
Knoxville, Tn. 37924

- B See Attachment 5.1 A TDEC permit.
- C
 1. Average volume for 4 years since acquisition is 160,000 tons per year.
 2. This facility was originally the "Old City" landfill in the 1970's. It was permitted as a Class III landfill in 1995.
 3. Permitted as Construction and Demolition Landfill, Inc, and owned by Jan Fay. Poplar View Landfill I LLC acquired the facility in May of 2009.
 4. Monday-Friday 7:00am-4:30pm and Saturday 7:00am-noon. Poplar View Landfill I LLC has the flexibility to adjust days and hours as emergencies occur, and with the proper approval. As recently experienced during the mulch fire. Poplar View Landfill I LLC stayed open late and provided all night watch as needed.
 5. None
 6. The facility is approximately 150 acres (see attached map) Attachment 5.2 (C6) Complete permit approved full size drawings are available upon request.
 7. Currently all C&D Recycling efforts are done at this location through TnWaste Recycling LLC. TnWaste Recycling LLC is a sister company and ownership is consistent. Poplar View Landfill I LLC has been instrumental in recycling over 16,000 tons since late 2009, and diverted over 11,000 tons of C&D waste from the landfill. See attachment 5.2 (C7).
- D See attachment 5.1 B volume report from the AEMC (Environmental Engineer).
- E Not applicable
- F Facility will be available for inspection Monday-Friday 7:00am-4:30pm, or as needed.
- G With 2 sites within the 15 mile radius, the city would have the option, especially in an emergency or for recycling purposes, to utilize either facility as needed. Also with 2 facilities, we have the manpower and equipment available for any workload as needed.

7.4 Body of Proposal

A Qualifications and Experience of Firm

1. Disposal Management Experience

Poplar View Landfill I LLC has operated as a Class III-IV landfill since acquiring 4 years ago. Poplar View Landfill I LLC has access, through a sister company, to 19 Roll Off trucks and over 650 Open Top containers to transport C&D Waste as needed.

2. Financial Statement

a. Latest financial statement January-September 2012. See attachment 7.4 (2a).

b. 2009, 2010, 2011 financial statements. See attachment 7.4 (2b).

c. *Our organization has never failed to complete any work awarded.

* No officer or partner in our organization has ever been convicted of any criminal conduct or been found in violation of any state of statute or regulation.

* The firm, officers, or partners of our organization have never been barred from bidding on contracts in this or any other state under any state or federal law.

3. Operations

a. See attachment 7.4 (3a) equipment list.

b. See attachment 7.4 (3b) employee list.

c. Facility is open Monday-Friday 7:am-4:30pm and Saturday 7:00am-noon. Facility can also be open extra hours for customers special needs. Closed for New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Holiday hours are available as requested by the customer.

d. The scale permit is for a scale >2,500, and is calibrated annually.

e. Leachate is collected in (2) 25,000 gallon tanks.

f. Leachate is hauled as needed by an Independent hauler to the KUB facility on Neyland.

g. This facility has just gone through the hail storm disaster in 2011. We added manpower and equipment as needed. This facility also reacted quickly during the mulch fire to assist the city, and provide all night watch as needed. With 2 facilities, additional manpower and equipment are available at all times.

B Client Satisfaction

1) Knoxville Utilities Board

Patrick Doyle

4505 Middlebrook Pike

Knoxville, Tn. 37921

865-594 8289

2) City of Knoxville

David Brace

400 Main St.

Knoxville, Tn 37902

865-215-2538

3) Knox County Solid Waste
Tom Salter
205 W. Baxter
Knoxville, Tn. 37917
865-257-7171

4) Waste Connections of Tennessee
Steve LaFollette
2400 Chipman St.
Knoxville, Tn. 37917
865-522-8161

5) Patterson Brothers
Denny Patterson
9216 Old Maynardville Hwy
Maynardville, Tn. 37807
865-922-5118

C See narrative description of scope of services. Attachment 7.4 C.

D Additional Services
This facility, along with TnWaste, provides Construction Waste recycling that has grown as the top construction waste facility in East Tennessee. The recycling facility is adding services daily to increase the materials diverted from landfills.

E See the Unit Cost of Services Submission Form.

State of Tennessee
Department of Environment
and Conservation
Division of Solid Waste Management

Solid Waste Management Program
401 Church Street
5th Floor L & C Tower
Nashville, Tennessee 37243-1535
615-532-0780

REGISTRATION AUTHORIZING SOLID WASTE
DISPOSAL ACTIVITIES IN
TENNESSEE


Registration Number: DML 47-0057

Date Issued: October 26, 2004

Issued to: **Construction & Demolition Services, Inc.**

Activities Authorized: Construction, operation, closure, and post-closure care of a Class III disposal facility known as Poplar View Landfill, located in Knox County at 7826 Rutledge Pike, Knoxville, Tennessee, for the disposal of farming wastes, landscaping and land clearing wastes, construction/demolition waste, shredded automotive tires, and/or certain wastes having similar characteristics and approved in writing by the Department.

By my signature this registration is issued in compliance with the provisions of the Tennessee Solid Waste Disposal Act (Tennessee Code Annotated, Section 68-211-101, et seq.), and applicable regulations developed pursuant to this law and in effect; and in accordance with the conditions and other terms set forth in this registration document and attached Registration Conditions.



Mike Apple, Director
Division of Solid Waste Management



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Solid Waste Management
Fifth Floor, L & C Tower
401 Church Street
Nashville, Tennessee 37243 - 1535
615-532-0780

September 23, 2009

Mr. Robert S. Talbott, President
Poplar View Landfill I, LLC
6330 Baum Drive
Knoxville, TN 37919

CERTIFIED MAIL
7004 2510 0002 4684 4490
RETURN RECEIPT REQUESTED

RE: Public Notice of Final Decision to Transfer Solid Waste Disposal Permit
Poplar View Class III Landfill – DML 47-0057

Dear Mr. Talbott:

The Tennessee Department of Environment and Conservation has tentatively decided to issue a permit to you for a change of ownership of the referenced disposal facility. The disposal facility name is to remain the same.

Pursuant to Tennessee Rule 1200-1-7-.02(3)(e)1., effective 9-14-03, all public notices (except for notices of intent to deny a permit) must be placed by the applicant/permittee. The Division of Solid Waste Management (DSWM) has prepared the enclosed draft Public Notice for publication in the main news section of the Knoxville News Sentinel. **Please review the notice for accuracy** and contact me as soon as possible if there are any corrections to be made.

Please contact the Tennessee Press Association, Inc., (TPS) at 865-584-5761 to arrange to pay for publishing the notice. TPS will notify the DSWM when payment arrangements have been made. The DSWM will then insert the date of permit issuance and specify a date for publishing. We will instruct TPS to place the notice in the designated newspaper on the specified date. You will receive a copy of the finalized notice with your permit.

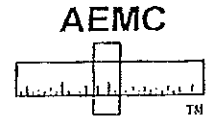
If you have any questions, please feel free to contact me at (615) 532-0072 or by email: paul.evan.davis@tn.gov.

Sincerely,

Paul Evan Davis
Permit Administration

Enclosure – 1

Applied Engineering & Management Corporation



May 21, 2012

Mr. Larry Seivers
Poplar View Landfill I, LLC
6618 Rutledge Pike
Knoxville, Tennessee 37924

Ref: Current Value of 2012 Waste Volume
Poplar View Landfill
Reg. No. DML 47- 0057

Dear Mr. Seivers:

This letter provides current value of waste volume for Poplar View Landfill I, LLC's Poplar View Landfill. This value is based upon current waste disposal rates Poplar View Landfill charges its customers. These quantities are based upon compaction values in the state approved operations manual for this landfill and site surveys as of April 27, 2012.

The existing (4/27/12) volumes are:

In place (million cubic yards)	As received (million tons)	Current Value (\$ millions)
5.18	4.40*	\$ 75.33

* The relative density of wasted disposed of this cycle is higher due to the large amount of asphalt roofing. With tipping fees based on a per ton received basis the air space is more valuable.

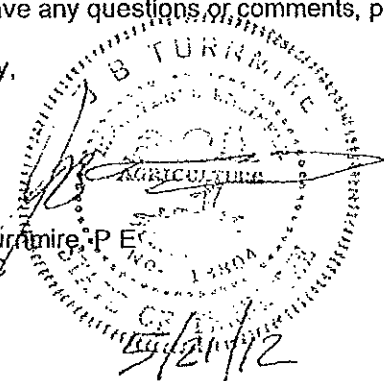
This number does not take into account rate increase over the 24+ years remaining life of the landfill.

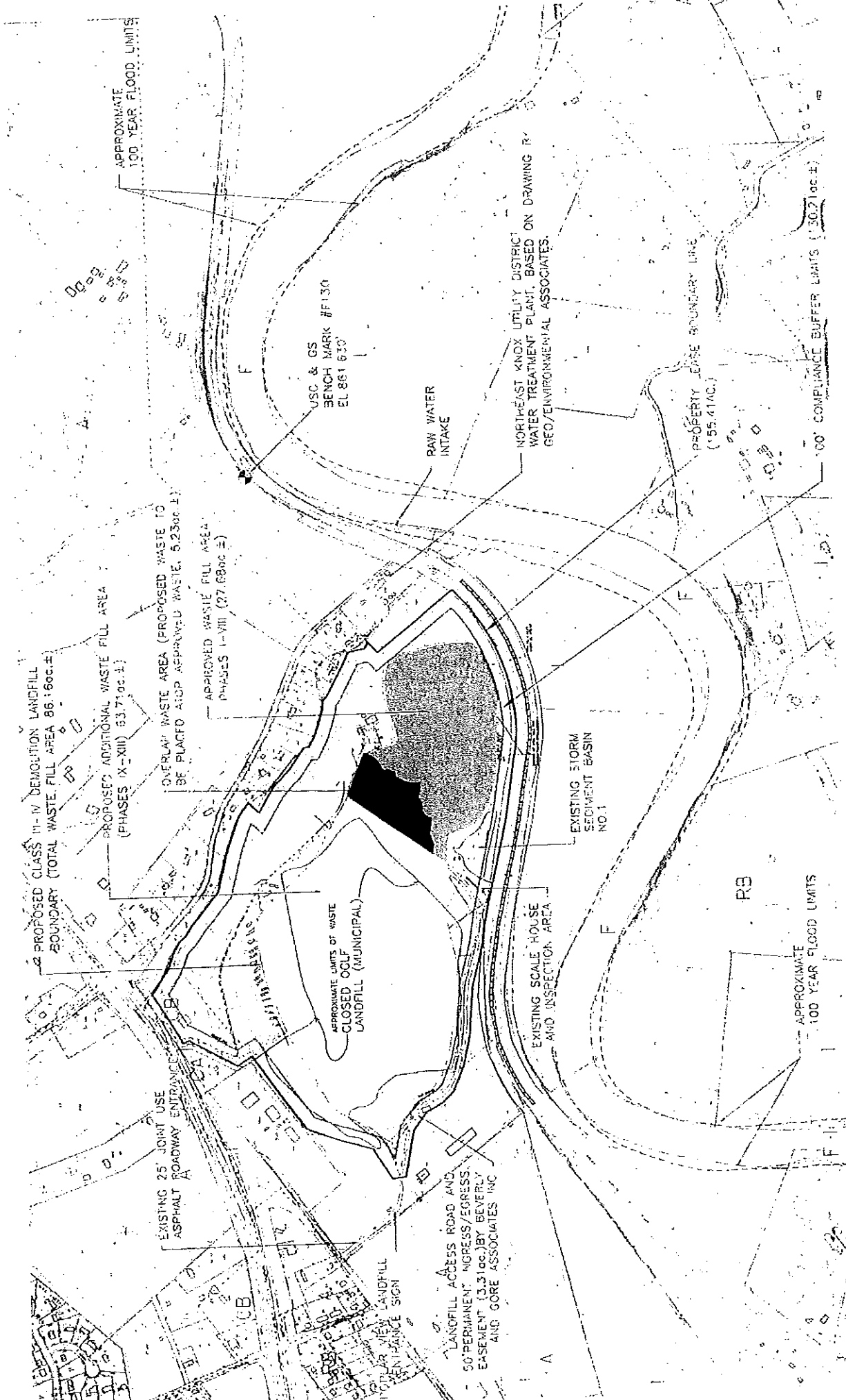
If you have any questions or comments, please call 588-6355.

Sincerely,

Dr. JB Turnmire, P.E.
for AEMC

JBT/pch





PROPOSED CLASS III-IV DEMOLITION LANDFILL BOUNDARY (TOTAL WASTE FILL AREA 86.1600 AC.)

PROPOSED ADDITIONAL WASTE FILL AREA (PHASES IX-XIII) 63.7100 AC.

OVERLAP WASTE AREA (PROPOSED WASTE TO BE PLACED ALSO APPROX. WASTE, 5.2300 AC.)

APPROVED WASTE FILL AREA PHASES I-VIII (27.6800 AC.)

APPROXIMATE LIMITS OF WASTE CLOSED OFF LANDFILL (MUNICIPAL)

EXISTING SCALE HOUSE AND INSPECTION AREA

EXISTING STORM SEDIMENT BASIN NO. 1

LANDFILL ACCESS ROAD AND 50 PERMANENT INGRESS/EGRESS EASEMENT (3.31 AC.) BY BEVERLY AND GORE ASSOCIATES INC

EXISTING 25' JOINT USE ASPHALT ROADWAY ENTRANCE

USC & GS BENCH MARK #F130 EL 861.630

RAW WATER INTAKE

NORTHEAST KNOX UTILITY DISTRICT WATER TREATMENT PLANT, BASED ON DRAWING R-160/ENVIRONMENTAL ASSOCIATES.

PROPERTY LEASE BOUNDARY LINE (155.41 AC.)

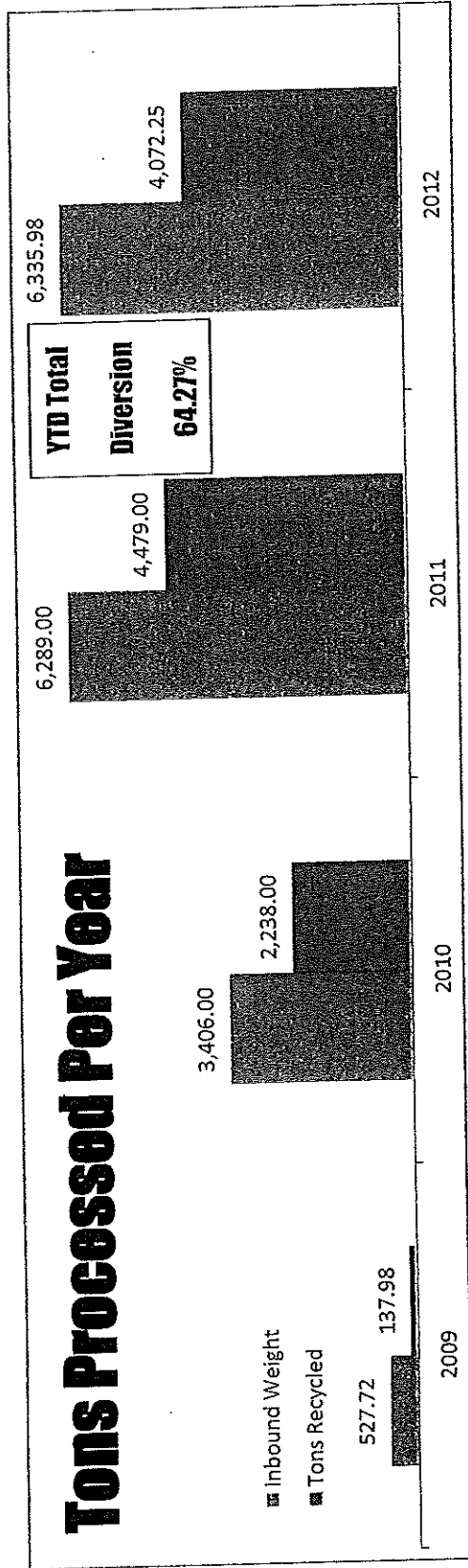
APPROXIMATE 100 YEAR FLOOD LIMITS

APPROXIMATE 100 YEAR FLOOD LIMITS

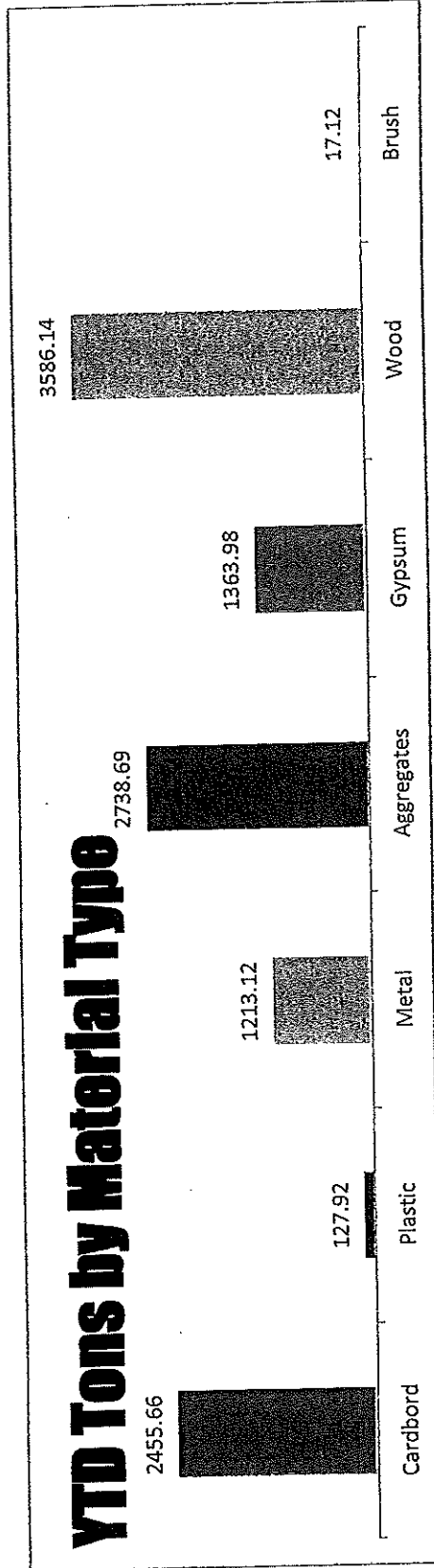
APPROXIMATE 100 YEAR FLOOD LIMITS (130.2100 AC.)

Recycling

Tons Processed Per Year



YTD Tons by Material Type



10:18 AM
11/08/12
Accrual Basis

Poplar View Landfill I, LLC
Profit & Loss
January through September 2012

	Jan - Sep 12
Ordinary Income/Expense	
Income	
4100 · Landfill Fees	2,122,643.86
Total Income	2,122,643.86
Expense	
610 · Operations	1,168.47
6100 · Company Entertainment & Refresh	195.00
6115 · Drug Testing	110,245.08
6110 · Fuel & Oil	90,000.00
6140 · Land Lease	19,775.90
6141 · Landfill Maintenance	
6120 · Landfill Materials	75,651.47
6121 · Dirt	2,671.48
6122 · Gravel/Rock/Slag	315.00
6124 · Landfill Materials	
6120 · Landfill Materials - Other	19.67
Total 6120 · Landfill Materials	78,657.62
6130 · Maintenance & Repairs	339.11
6142 · R&M - Grinder	13,136.37
6232 · Rex 335	4,467.94
6235 · Rex 370	19,918.27
6230 · Cat 963 R&M	1,812.72
6521 · Cat 289C	685.31
6139 · T-Rex 3-35 R&M	1,144.42
6138 · Service Truck - R&M	58.10
6132 · CAT 826 C - R&M	246.36
6134 · Motor Grader 120 G - R&M	89,169.83
6136 · Other R&M	286.73
6137 · Pump Truck	
Total 6130 · Maintenance & Repairs	131,265.16
6145 · Miscellaneous	548.88
6150 · Payroll Expenses	70,008.77
6151 · Hourly	9,078.45
6152 · Hourly - OT	1,280.00
6157 · Hourly - Vacation	1,924.00
6156 · Hourly - Holiday	180.00
6153 · Hourly - Bonus	17,550.00
6160 · Wages Reimbursement	
Total 6150 · Payroll Expenses	100,021.22
6174 · Permits	75.00
6185 · Phone Expense	9,798.15
6170 · Rental Equipment	14,045.85
6173 · Equipment	
Total 6170 · Rental Equipment	14,045.85
5680 · Sewage Dumping	81,205.37
5681 · Sewage Transportation	20,800.00
6175 · Tools & Equipment	56.40
6178 · Uniform Rental	549.87
6180 · Utilities	2,191.24
6182 · Electric	367.82
6183 · Outdoor Lighting	101.06
6181 · Water	2,447.75
6180 · Utilities - Other	
Total 6180 · Utilities	5,107.87
Total 610 · Operations	663,515.84
650 · Administrative	970.85
6520 · Bank Fees	1,300.91
6650 · Computer & Software Expenses	

10:18 AM
11/08/12
Accrual Basis

Poplar View Landfill I, LLC
Profit & Loss
January through September 2012

	<u>Jan - Sep 12</u>
8000 - Interest	9,687.94
8041 - Interest - Credential - Rex 370	2,213.44
8040 - Interest - Credential - Cat 963	168,750.00
8010 - Interest - CJ Poplar	462,824.77
8015 - Interest - CNB	39,006.18
8038 - Interest TDEC Bond	<u>682,482.33</u>
Total 8000 - Interest	<u>1,375,970.54</u>
Total Other Expense	<u>-1,375,970.54</u>
Net Other Income	<u>19,778.48</u>
Net Income	<u><u>19,778.48</u></u>

10:16 AM
11/08/12
Accrual Basis

Poplar View Landfill I, LLC
Profit & Loss
January through December 2011

	Jan - Dec 11
Ordinary Income/Expense	
Income	
4100 · Landfill Fees	2,722,256.36
Total Income	2,722,256.36
Expense	
610 · Operations	
6100 · Company Entertainment & Refresh	1,173.46
6111 · Contract Labor	1,000.00
6110 · Fuel & Oil	103,213.44
6140 · Land Lease	120,000.00
6141 · Landfill Maintenance	16,652.42
6120 · Landfill Materials	
6121 · Dirt	112,942.04
6122 · Gravel/Rock/Slag	11,266.87
6124 · Landfill Materials/Other	26.37
Total 6120 · Landfill Materials	124,235.28
6135 · Leased Equipment	0.00
6130 · Maintenance & Repairs	
6232 · Rex 335	67.00
6235 · Rex 370	426.41
6230 · Cat 963 R&M	2,208.33
6521 · Cat 289C	831.31
6139 · T-Rex 3-35 R&M	13,294.32
6138 · Service Truck - R&M	1,023.18
6131 · CAT 816 B - R&M	794.66
6132 · CAT 826 C - R&M	6.02
6133 · CAT 953 - R&M	1,124.39
6134 · Motor Grader 120 G - R&M	204.30
6136 · Other R&M	100,859.61
6137 · Pump Truck	5.25
Total 6130 · Maintenance & Repairs	120,844.78
6145 · Miscellaneous	1,558.38
6150 · Payroll Expenses	
6151 · Hourly	82,282.64
6152 · Hourly - OT	14,756.74
6157 · Hourly - Vacation	1,633.50
6156 · Hourly - Holiday	1,752.00
6153 · Hourly - Bonus	2,000.00
6160 · Wages Reimbursement	23,400.00
Total 6150 · Payroll Expenses	125,824.88
6174 · Permits	675.00
6185 · Phone Expense	11,527.98
6170 · Rental Equipment	
6173 · Equipment	13,472.45
6171 · Portable Toilet	319.56
Total 6170 · Rental Equipment	13,792.01
5680 · Sewage Dumping	92,165.02
6175 · Tools & Equipment	2,149.37
6178 · Uniform Rental	475.50
6180 · Utilities	
6182 · Electric	1,485.56
6183 · Outdoor Lighting	336.19
Total 6180 · Utilities	1,821.75
Total 610 · Operations	737,109.27
650 · Administrative	
6520 · Bank Fees	1,362.05
6650 · Computer & Software Expenses	900.00

10:16 AM
11/08/12
Accrual Basis

Poplar View Landfill I, LLC
Profit & Loss
January through December 2011

	<u>Jan - Dec 11</u>
8000 - Interest	
8041 - Interest - Credential - Rex 370	4,742.98
8040 - Interest - Credential - Cat 963	1,189.02
8010 - Interest - CJ Poplar	225,000.00
8015 - Interest - CNB	634,808.32
8020 - Interest - Miscellaneous	5.69
8039 - Interest - Fay	150,000.00
8038 - Interest TDEC Bond	101,605.52
8000 - Interest - Other	33.00
Total 8000 - Interest	<u>1,117,384.53</u>
Total Other Expense	<u>1,979,173.53</u>
Net Other Income	<u>-1,979,173.53</u>
Net Income	<u><u>-111,265.78</u></u>

10:16 AM
11/08/12
Accrual Basis

Poplar View Landfill I, LLC
Profit & Loss
January through December 2011

	Jan - Dec 11
Ordinary Income/Expense	
Income	
4100 · Landfill Fees	2,722,256.36
Total Income	2,722,256.36
Expense	
610 · Operations	
6100 · Company Entertainment & Refresh	1,173.46
6111 · Contract Labor	1,000.00
6110 · Fuel & Oil	103,213.44
6140 · Land Lease	120,000.00
6141 · Landfill Maintenance	16,652.42
6120 · Landfill Materials	
6121 · Dirt	112,942.04
6122 · Gravel/Rock/Slag	11,266.87
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6130 · Maintenance & Repairs	
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6235 · Rex 370	426.41
6230 · Cat 963 R&M	2,208.33
6521 · Cat 289C	831.31
6139 · T-Rex 3-35 R&M	13,294.32
6138 · Service Truck - R&M	1,023.18
6131 · CAT 816 B - R&M	794.66
6132 · CAT 826 C - R&M	6.02
6133 · CAT 953 - R&M	1,124.39
6134 · Motor Grader 120 G - R&M	204.30
6136 · Other R&M	100,859.61
6137 · Pump Truck	5.25
Total 6130 · Maintenance & Repairs	120,844.78
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6157 · Hourly - Vacation	1,633.50
6156 · Hourly - Holiday	1,752.00
6153 · Hourly - Bonus	2,000.00
6160 · Wages Reimbursement	23,400.00
Total 6150 · Payroll Expenses	125,824.88
6174 · Permits	675.00
6185 · Phone Expense	11,527.98
6170 · Rental Equipment	
6173 · Equipment	13,472.45
6171 · Portable Toilet	319.56
Total 6170 · Rental Equipment	13,792.01
5680 · Sewage Dumping	92,165.02
6175 · Tools & Equipment	2,149.37
6178 · Uniform Rental	475.50
6180 · Utilities	
6182 · Electric	1,485.56
6183 · Outdoor Lighting	336.19
Total 6180 · Utilities	1,821.75
Total 610 · Operations	737,109.27
650 · Administrative	
6520 · Bank Fees	1,362.05
6650 · Computer & Software Expenses	900.00

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11/08/12
Accrual Basis

Poplar View Landfill I, LLC
Profit & Loss
January through December 2011

	<u>Jan - Dec 11</u>
8000 - Interest	
8041 - Interest - Credential - Rex 370	4,742.98
8040 - Interest - Credential - Cat 963	1,189.02
8010 - Interest - CJ Poplar	225,000.00
8015 - Interest - CNB	634,808.32
8020 - Interest - Miscellaneous	5.69
8039 - Interest - Fay	150,000.00
8038 - Interest TDEC Bond	101,605.52
8000 - Interest - Other	33.00
Total 8000 - Interest	<u>1,117,384.53</u>
Total Other Expense	<u>1,979,173.53</u>
Net Other Income	<u>-1,979,173.53</u>
Net Income	<u><u>-111,265.78</u></u>

10:18 AM
11/08/12
Accrual Basis

Poplar View Landfill I, LLC
Profit & Loss
January through September 2012

	<u>Jan - Sep 12</u>
Ordinary Income/Expense	
Income	
4100 · Landfill Fees	2,122,643.86
Total Income	2,122,643.86
Expense	
610 · Operations	
6100 · Company Entertainment & Refresh	1,168.47
6115 · Drug Testing	195.00
6110 · Fuel & Oil	110,245.08
6140 · Land Lease	90,000.00
6141 · Landfill Maintenance	19,775.90
6120 · Landfill Materials	
6121 · Dirt	75,651.47
6122 · Gravel/Rock/Slag	2,671.48
6124 · Landfill Materials Other	315.00
6120 · Landfill Materials - Other	19.67
Total 6120 · Landfill Materials	78,657.62
6130 · Maintenance & Repairs	
6142 · R&M - Grinder	339.11
6232 · Rex 335	13,136.37
6235 · Rex 370	4,467.94
6230 · Cat 963 R&M	19,918.27
6521 · Cat 289C	1,812.72
6139 · T-Rex 3-35 R&M	685.31
6138 · Service Truck - R&M	1,144.42
6132 · CAT 826 C - R&M	58.10
6134 · Motor Grader 120 G - R&M	246.36
6136 · Other R&M	89,169.83
6137 · Pump Truck	286.73
Total 6130 · Maintenance & Repairs	131,265.16
6145 · Miscellaneous	548.88
6150 · Payroll Expenses	
6151 · Hourly	70,008.77
6152 · Hourly - OT	9,078.45
6157 · Hourly - Vacation	1,280.00
6156 · Hourly - Holiday	1,924.00
6153 · Hourly - Bonus	180.00
6160 · Wages Reimbursement	17,550.00
Total 6150 · Payroll Expenses	100,021.22
6174 · Permits	75.00
6185 · Phone Expense	9,798.15
6170 · Rental Equipment	
6173 · Equipment	14,045.85
Total 6170 · Rental Equipment	14,045.85
5680 · Sewage Dumping	81,205.37
5681 · Sewage Transportation	20,800.00
6175 · Tools & Equipment	56.40
6178 · Uniform Rental	549.87
6180 · Utilities	
6182 · Electric	2,191.24
6183 · Outdoor Lighting	367.82
6181 · Water	101.06
6180 · Utilities - Other	2,447.75
Total 6180 · Utilities	5,107.87
Total 610 · Operations	663,515.84
650 · Administrative	
6520 · Bank Fees	970.85
6650 · Computer & Software Expenses	1,300.91

10:18 AM
11/08/12
Accrual Basis

Poplar View Landfill I, LLC
Profit & Loss
January through September 2012

	<u>Jan - Sep 12</u>
8000 · Interest	
8041 · Interest - Credential - Rex 370	9,687.94
8040 · Interest - Credential - Cat 963	2,213.44
8010 · Interest - CJ Poplar	168,750.00
8015 · Interest - CNB	462,824.77
8038 · Interest TDEC Bond	39,006.18
Total 8000 · Interest	<u>682,482.33</u>
Total Other Expense	<u>1,375,970.54</u>
Net Other Income	<u>-1,375,970.54</u>
Net Income	<u><u>19,778.48</u></u>

10:50 AM
 02/06/12
 Accrual Basis

Poplar View Landfill I, LLC
Profit & Loss
 January through December 2010

	Jan - Dec 10
Ordinary Income/Expense	
Income	
4100 · Landfill Fees	1,759,459.88
4200 · Other Income	5,000.00
	1,764,459.88
Total Income	
Expense	
610 · Operations	
6050 · Bonds	0.00
6100 · Company Entertainment & Refresh	716.01
6115 · Drug Testing	45.00
6110 · Fuel & Oil	63,796.74
6140 · Land Lease	120,000.00
6141 · Landfill Maintenance	51,291.94
6120 · Landfill Materials	
6121 · Dirt	52,549.57
6122 · Gravel/Rock/Slag	18,659.89
	71,209.46
Total 6120 · Landfill Materials	
6130 · Maintenance & Repairs	
6139 · T-Rex 3-35 R&M	1,302.72
6138 · Service Truck - R&M	3,208.93
6131 · CAT 816 B - R&M	5,445.39
6132 · CAT 826 C - R&M	8,375.75
6133 · CAT 953 - R&M	8,736.97
6134 · Motor Grader 120 G - R&M	327.77
6136 · Other R&M	62,773.27
	90,170.80
Total 6130 · Maintenance & Repairs	
6145 · Miscellaneous	97.10
6150 · Payroll Expenses	
6158 · Salary	3,770.00
6159 · Salary - Holiday	130.00
6151 · Hourly	76,821.28
6152 · Hourly - OT	9,661.21
6157 · Hourly - Vacation	4,240.00
6156 · Hourly - Holiday	1,608.00
6160 · Wages Reimbursement	23,590.50
	119,818.99
Total 6150 · Payroll Expenses	
6185 · Phone Expense	7,564.76
6170 · Rental Equipment	
6171 · Portable Toilet	1,314.70
	1,314.70
Total 6170 · Rental Equipment	
6179 · Safety Equipment	15.27
5680 · Sewage Dumping	51,307.68
5681 · Sewage Transportation	13,650.00
6175 · Tools & Equipment	23.58
6178 · Uniform Rental	374.53
6180 · Utilities	
6182 · Electric	998.87
6183 · Outdoor Lighting	209.12
	1,207.99
Total 6180 · Utilities	
6189 · Vehicle Registration	146.25
6190 · Web Services	2,983.33
	2,983.33
Total 610 · Operations	595,734.13
650 · Administrative	
6520 · Bank Fees	1,443.70
6650 · Computer & Software Expenses	959.80

10:50 AM
02/06/12
Accrual Basis

Poplar View Landfill I, LLC
Profit & Loss
January through December 2010

	<u>Jan - Dec 10</u>
8000 - Interest	
8020 - Interest - Miscellaneous	38.52
8039 - Interest - Fay	300,000.00
8038 - Interest TDEC Bond	124,559.86
8035 - Interest - Insurance	464.49
8000 - Interest - Other	883,097.76
Total 8000 - Interest	<u>1,308,160.63</u>
Total Other Expense	<u>2,266,363.92</u>
Net Other Income	<u>-2,266,363.92</u>
Net Income	<u><u>-1,456,171.53</u></u>

12:41 PM
 03/29/10
 Accrual Basis

Poplar View Landfill I, LLC
Profit & Loss
 January through December 2009

	Jan - Dec 09
Ordinary Income/Expense	
Income	
4000 · Sales	5,679.85
4100 · Landfill Fees	1,958,031.84
4200 · Other Income	
4206 · Old Fay Receivables	12,074.21
4205 · Interest	0.15
4200 · Other Income - Other	5,000.00
	17,074.36
Total 4200 · Other Income	17,074.36
Total Income	1,980,786.05
Expense	
610 · Operations	
6100 · Company Entertainment & Refresh	195.59
6655 · Consulting	3,250.00
6111 · Contract Labor	606.00
6115 · Drug Testing	15.00
6114 · Equipment - Not Returned	-50.00
6110 · Fuel & Oil	55,161.51
6125 · Labor - Recycling	447.68
6140 · Land Lease	120,000.00
6141 · Landfill Maintenance	43,493.31
6120 · Landfill Materials	
6121 · Dirt	103,195.54
6122 · Gravel/Rock/Slag	48,785.59
6124 · Landfill MaterialsOther	2,379.24
	154,360.37
Total 6120 · Landfill Materials	154,360.37
6130 · Maintenance & Repairs	
6131 · CAT 816 B - R&M	5,823.98
6132 · CAT 826 C - R&M	9,261.94
6133 · CAT 953 - R&M	14,376.41
6134 · Motor Grader 120 G - R&M	1,955.51
6136 · Other R&M	9,070.74
6137 · Pump Truck	220.67
6130 · Maintenance & Repairs - Other	1,495.71
	42,204.96
Total 6130 · Maintenance & Repairs	42,204.96
6145 · Miscellaneous	1,377.86
6150 · Payroll Expenses	
6159 · Salary - Holiday	630.00
6156 · Holiday	1,574.00
6151 · Hourly	77,783.51
6152 · Hourly - OT	7,232.34
6158 · Salary	31,220.00
6157 · Vacation	324.00
6160 · Wages Reimbursement for RCDL	21,774.33
	140,538.18
Total 6150 · Payroll Expenses	140,538.18
6174 · Permits	3,000.00
6185 · Phone Expense	5,652.77
6170 · Rental Equipment	
6173 · Equipment	160.79
6171 · Portable Toilet	1,311.80
	1,472.59
Total 6170 · Rental Equipment	1,472.59
6179 · Safety Equipment	111.41
5680 · Sewage Dumping	59,465.49
6175 · Tools & Equipment	580.48
6178 · Uniform Rental	329.24

12:41 PM
03/29/10
Accrual Basis

Poplar View Landfill I, LLC
Profit & Loss
January through December 2009

	<u>Jan - Dec 09</u>
6999 · Shared Admin Exp - TnWaste	25,909.55
Total 650 · Administrative	<u>134,692.88</u>
Total Expense	<u>769,172.07</u>
Net Ordinary Income	1,211,613.98
Other Income/Expense	
Other Expense	
8000 · Interest	
8036 · Interest - Holrob Investments,	5,751.20
8037 · Interest - Talbott	4,195.17
8038 · Interest TDEC Bond	111,813.02
8035 · Interest - Insurance	442.40
8000 · Interest - Other	561,302.47
Total 8000 · Interest	<u>683,504.26</u>
Total Other Expense	<u>683,504.26</u>
Net Other Income	<u>-683,504.26</u>
Net Income	<u><u>528,109.72</u></u>

Attachment 7.4 (3a)

EQUIPMENT

Poplar View Landfill I LLC

<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Hours</u>	
Water Truck	Ford	1993	na	
Skid Steer	Caterpillar	289	2009	3,000
Front End Loader	Caterpillar	963	1996	10,479
Road Grader	Caterpillar	120	1983	na
Trash Compactor	Rex	370	2004	2,383
Trash Compactor	Rex	355	1999	781 rebuilt

Poplar View Landfill
DML 47-0057
Class III Landfill
April 11, 2011

Attachment 7.4 C

NARRATIVE DESCRIPTION

I. RESPONSIBLE PARTY

Mr. Larry Seivers is the individual responsible for operation and maintenance of the Poplar View Landfill.

Mr. Larry Seivers
Poplar View Landfill I, LLC
6618 Rutledge Pike
Knoxville, Tennessee 37924

IV. ACCESS CONTROL

A. Site Barriers

A metal gate exists on the access road at the facility entrance. This gate will be used to close the road when the landfill is not open for business. This locked gate will be maintained to minimize unauthorized access to the site. Natural vegetation and existing fences provide additional control of direct access to the site.

B. Facility Signs

A sign posted at the facility entrance states:

Poplar View Landfill
Private Property
This is not a Public Landfill
Unauthorized Dumping Prohibited
For Information Call: 865 546 - 6311

Site personnel will provide access control and instructions to facility users during normal working hours (Monday through Saturday 7:00 a.m. to 5:00 p.m.). Hours of operation will vary during inclement weather and construction season.

C. Access Roads

Access to the site is via Rutledge Pike. The scale house, scales, and inspection area is located near the center of the north side of the landfill as shown on engineering plans (see: plan sheet S-12).

VIII. WASTE HANDLING AND COVERING PROGRAM

A. Unloading, Spreading, and Compacting Operations

Upon arrival at Poplar View Landfill each load of wastes will be given a general inspection by the site operations personnel to ensure that only acceptable waste is unloaded. Upon initial acceptance, the truck driver will be directed to the area of landfill currently receiving waste. The waste will be dumped in the designated active area and inspected for items which do not comply with permit conditions for Class III disposal facilities. Acceptable waste will be spread in twelve (12) to eighteen (18) inch layers, when possible. Large items (concrete chunks, etc.) will be separated (when practicable) to allow placement of waste around them, thereby minimizing voids in the compacted waste. Each layer of waste will be compacted by appropriate equipment in a manner which minimizes voids.

B. Frequencies and Depth of Initial, Intermediate, and Final Cover

1. Initial Cover (Geologic Buffer)

Geologic buffer exists within the foot print of the poplar view landfill.

2. Intermediate Cover

Compacted waste will be covered within fourteen (14) days of reaching top of cell height with a minimum six (6) inch thick layer of soil .

3. Final Cover

The final cover will be placed on the out slope upon completion of final vertical cell placement within the completed surface drainage vertical interval of 50' - 60'. The final cover will consist of an eighteen (18) inch layer of compacted soil and a twelve (12) inch layer of soil suitable for vegetative growth overlaying the intermediate cover, providing a 30-inch minimum combined final depth of cover over the intermediate cover (see: plan sheet S - 14).

C. Cover Material - Sources and Quantities

Soils to be utilized for cover materials will be obtained from off-site. The current sources of cover materials are existing borrow sites with soils approved for compacted final layer cover. The table below provides a summary of cover materials.

Soil Cover Required

Phases	Intermediate Cover cubic yards *	Final Cover (18" compacted layer) cubic yards	Final Cover (12" vegetative growth layer) cubic yards	Total cubic yards
Section A	105,600	82,400	54,900	242,900
Section B	97,300	71,000	47,300	215,600
Total	202,900	153,400	102,200	458,500

* Estimate based on site survey for remaining waste volume (4-29 -10) and revised cell size to be 4 % of placed waste volume.

XXII. CLOSURE / POST-CLOSURE PLAN

A. Introduction

1. Facility Description

Poplar View landfill will be operated in two (2) sections "A" and "B". Poplar View landfill has a projected additional project life of twenty eight (28) years and final closure is anticipated to occur in 2039. This fill time is based on the project plans and historical receipt of waste at the landfill and may vary over the life of the project. Should closure of the landfill become necessary before completion a revision of plans will be submitted to address closure conditions which exist at that time. The fill area will be closed upon placement of waste as shown on the Engineering Plans (see: plan sheets S - 6 and S -12).

2. Closure Schedule

When final grade and cover has been placed on section "A" it will be closed. Based on the past receipt of waste section "A" will be closed in 2028. Section "B" will begin receiving waste in 2026 and it will be closed in 2039.

A minimum of sixty (60) days prior to initiation of final closure, the director of the Tennessee Division of Solid Waste Management will be notified of the intent to begin final closure. As provided for in the Engineering Plans and Facility Operations Manual, each area will be re-vegetated as soon after final grade is achieved as site conditions allow, within a maximum of one hundred eighty (180) days.

B. Facility Closure

1. Placement of Final Cover

Final cover will be placed on finished grade as the landfill progresses.

2. Final Closure of section A

The final cover will be placed on consecutive vertical intervals of the final face of the fill in conformance with applicable rules, regulations and approved closure/post closure plans. Final cover will be placed under the direction of a licensed professional engineer. The licensed professional engineer shall prepare and submit a certified report documenting construction of the final cap which shows compliance with all applicable rules, regulations, approved closure plans, and permit requirements.

3. Final Closure of section B

The final cover will be placed on consecutive vertical intervals of the final face of the fill in conformance with applicable rules, regulations and approved closure/post closure plans. Final cover will be placed under the direction of a licensed professional engineer. The licensed professional engineers shall prepare and submit a certified report documenting construction of the final cap which show compliance with all applicable rules, regulations, approved closure plans, and permit requirements.

6. Inspection Schedule

The Poplar View Landfill will be inspected monthly for the first year after final placement of topsoil and quarterly thereafter through the post-closure care period. Drainage control facilities will be maintained in a good state of repair and in a workman-like manner through the post-closure care period. Areas which are being revegetated will be checked for successful plant growth. Areas with sparse vegetation and/or developing rills and gullies will receive appropriate maintenance to stop the development of rills and gullies and establish a vegetative cover which minimizes surface erosion and prevents further development of rills and gullies in the final cover. The erosion control measures will be implemented until the landfill has a vegetative cover which effectively minimizes surface erosion. The above described maintenance procedures will be implemented for all areas of the Poplar View Landfill which have received topsoil and revegetative efforts.

7. Closure / Post-Closure Cost Estimates

The cost estimate provides for closure of the landfill in two sections. The first closure (section A) is assumed to occur in 2028.

Section A Closure costs (2011 Dollars)

Final Cover

•	vegetative growth layer (top soil)			
	quantity needed	54,900 yd ³		
	unit cost	4.50 / yd ³		
	subtotal	(54,900 yd ³ x 4.50 / yd ³)		\$ 247,050.00
•	low permeability cover			
	quantity needed	82,400 yd ³		
	unit cost	5.50 / yd ³		
	subtotal	(82,900 yd ³ x 5.50 / yd ³)		\$ 453,200.00
•	install vents			
	quantity	45		
	unit cost	1,250.00 each		
	subtotal	(45 x 1,250.00)		\$ 56,250.00
•	quality control/testing of low permeability cover			
	quantity of moisture/density tests	450		
	unit cost	14.00 each		
	subtotal	(450 x 12.00)		\$ 6,300.00
	quantity of permeability samples/tests	50		
	unit cost	175.00 each		
	subtotal	(50 x 175.00)		\$ 8,750.00
	engineering over site/verification survey	125 hrs		
	unit cost	127.50 / hr		
	subtotal	(125 x 127.50)		\$ 15,937.50
	Subtotal to establish final cover			\$ 787,487.50

Section B Closure costs (2011 Dollars)

Final Cover

•	vegetative growth layer (top soil)			
	quantity needed	47,300 yd ³		
	unit cost	4.50 / yd ³		
	subtotal	(47,300 yd ³ x 4.50 / yd ³)		\$ 212,850.00
•	low permeability cover			
	quantity needed	71,000 yd ³		
	unit cost	5.50 / yd ³		
	subtotal	(71,000 yd ³ x 5.50 / yd ³)		\$ 390,500.00
•	install vents			
	quantity	31		
	unit cost	1,250.00 each		
	subtotal	(31 x 1,250.00)		\$ 38,750.00
•	quality control/testing of low permeability cover			
	quantity of moisture/density tests	350		
	unit cost	14.00 each		
	subtotal	(350 x 12.00)		\$ 4,900.00
	quantity of permeability samples/tests	42		
	unit cost	175.00 each		
	subtotal	(42 x 175.00)		\$ 7,350.00
	engineering over site/verification survey	105 hrs		
	unit cost	127.50 / hr		
	subtotal	(105 x 127.50)		\$ 13,387.50
	Subtotal to establish final cover			\$ 667,737.50

Vegetative cover

•	seed bed preparation			
	area	29.2 acres		
	unit cost	135.00 / acre		
	subtotal	(29.2 acres x 135.00 / acre)		\$ 3,942.00
•	revegetation (seeding, fertilizing, and mulching)			
	area	29.2 acres		
	unit cost	870.00 / acre		
	subtotal	(29.2 acres x 870.00 / acre)		\$ 25,404.00
	Subtotal to establish vegetative cover			\$ 29,346.00
	Total Section B Closure costs			\$ 697,083.50

Poplar View Landfill
DML 47-0057
Class III Landfill
April 11, 2011

Attachment 7.4 C

NARRATIVE DESCRIPTION

I. RESPONSIBLE PARTY

Mr. Larry Seivers is the individual responsible for operation and maintenance of the Poplar View Landfill.

Mr. Larry Seivers
Poplar View Landfill I, LLC
6618 Rutledge Pike
Knoxville, Tennessee 37924



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2012

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 TIS Insurance Services, Inc. 1900 Winston Road, Suite 100 P.O. Box 10328 Knoxville TN 37939-0328	CONTACT NAME: Sherry Barnes	FAX (A/C No.): (865) 694-4847	
	PHONE (A/C No. Ext): (865) 691-4847	E-MAIL ADDRESS: sbarnes@tisins.com	
INSURED Riverside C&D Landfill, LLC Poplar View Landfill I, LLC 6618 Rutledge Pike Knoxville TN 37924	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Markel Insurance Company		
	INSURER B: Hanover Insurance Company		
	INSURER C: Key Risk Insurance Company		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL12122622398 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			12PKGM00335	10/13/2012	10/13/2013	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 25,000	
	GENL AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000	
B	AUTOMOBILE LIABILITY			AZA9419852	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$	
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> EXCESS LIAB			12BFXM00129	10/13/2012	10/13/2013	Uninsured motorist combined	\$ 1,000,000	
	<input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$ 5,000,000	
	DED							AGGREGATE	\$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			900000006012111	12/31/2011	12/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
A	Environmental Impairment Liability			12PKGM00335	10/13/2012	10/13/2013	Per Condition	1,000,000	
							Aggregate Limit	2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City, its officials, officers, employees, and volunteers are listed as additional insureds with respects to liability as per specifications. Waiver of Subrogation in favor of City of Knoxville for Workers Compensation.

CITY OF KNOXVILLE 400 Main Street Knoxville, TN 37901	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 William Thomas/RACMOR <i>William M. Thomas</i>

