

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
OCTOBER 19, 2010 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Solid Waste Collection and Disposal Services Contract	✓ Resolution Ordinance Motion Discussion Only	Michael Baker Deputy Village Manager

SYNOPSIS

A resolution has been prepared to authorize an agreement between the Village of Downers Grove and Allied Waste Services of North America, LLC for solid waste collection and disposal services between April 2011 and March 2016.

STRATEGIC PLAN ALIGNMENT

The 2010 Strategic Plan identifies *Solid Waste Contract Renewal* as an action agenda item for FY10.

FISCAL IMPACT

By authorizing this contract, the Village will continue to incur the limited expenses associated with administering it and ensuring that services are performed in accordance with the terms of the contract. There may also be some expenses related to communications as the effective date of the new contract approaches, to ensure that residents are aware of the service adjustments that are reflected in the contract. All direct expenses for service, however, are paid by the resident directly or indirectly (through sticker vendors) to the contractor.

UPDATE & RECOMMENDATION

This item was discussed at the October 12, 2010 Village Council meeting. Staff made the following changes to the contract based on Council direction:

- Language has been added to the contract regarding the safe operation of vehicles
- Reference to Heritage Festival and Bike Race has been changed to a general reference referring to events sponsored by the Village of Downers Grove

Staff recommends approval on the October 19, 2010 active agenda.

BACKGROUND

The Village is currently under a three-year contract with Republic Services, Inc. (formerly known as ARC Disposal and Recycling, Inc.) for collection and disposal of refuse, recycling and yard waste, collectively known as solid waste. The existing contract will expire on March 31, 2011. This year's process for contract renewal has included the following steps to date:

- The Village held three meetings of the Environmental Concerns Commission to discuss aspects of the Village's solid waste collection services
- An online survey was conducted between February and April that resulted in 1,100 resident responses expressing preferences related to solid waste collection services

- At the May 11, 2010 meeting, the Village Council directed staff to negotiate with Republic Services, Inc. for a continuation of solid waste services.
- Based on the negotiations with Republic Services, Inc., three options for contract terms and program structure were presented to the Village Council on July 20 for consideration.
- At the August 3 meeting, the Village Council directed staff to pursue option 1, which maintained the current volume based sticker program
- Based on the general provisions of option 1 to maintain the volume based sticker program, along with comments offered by members of the Council during the August 3 meeting, staff finalized a revised contract with Republic Services, which is being presented for discussion and consideration.

The following summarizes the key terms and adjustments reflected in new contract:

- 5-year contract term
- Continuation of the sticker program as it currently exists
- Introduction of a 35-gallon refuse cart (or “tote”) as a smaller and more affordable option
- Sticker and cart prices as shown in the following table:

Year	Sticker Price	35-gallon cart	65-gallon cart	95-gallon cart
Current	\$3.08	N/A	\$16.39	\$21.31
April 1, 2011	\$3.23	\$14.25	\$16.92	\$22.14
April 1, 2012	\$3.37	\$14.95	\$17.51	\$23.00
April 1, 2013	\$3.52	\$15.70	\$18.20	\$23.95
April 1, 2014	\$3.70	\$16.50	\$18.97	\$24.92
April 1, 2015	\$3.85	\$17.34	\$19.73	\$25.82

- Elimination of Amnesty Day for all but one year of the contract (currently planned for year 3)
- Recycling carts to be provided to all existing and new cart customers as follows:
 - 65-gallon recycling cart for customers using 65/95-gallon refuse carts
 - 35 gallon recycling cart for customers that obtain 35-gallon refuse carts
- Fuel protection language inserted – calls for discussion between the Village and contractor if fuel prices exceed \$4.00 per gallon for a defined period of time. Any further modifications to contract terms must be agreed to by both parties.
- Ability to change collection routes once during the term of the contract as requested by the contract – must provide notice to residents in advanced as approved by the Village.
- Ability for qualifying single family attached and multifamily units to receive services under the contract terms.

ATTACHMENTS

Resolution

Contract

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Manager's Office **DATE:** November 2, 2010
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- ☐ Ordinance
- ☒ Resolution
- ☐ Motion
- ☐ Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT FOR REFUSE COLLECTION AND RECYCLING SERVICES", as presented.

SUMMARY OF ITEM:

Adoption of this resolution shall authorize execution of a contract with Allied Waste Services of North America, LLC for refuse collection and recycling services.

RECORD OF ACTION TAKEN:

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF A
CONTRACT FOR REFUSE COLLECTION AND RECYCLING SERVICES**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Contract (the “Contract”), between the Village of Downers Grove (the “Village”) and Allied Waste Services of North America, LLC (the “Contractor”), for refuse collection and recycling services, as set forth in the form of the Contract submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Contract, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Contract.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

CONTRACT FOR REFUSE COLLECTION AND RECYCLING SERVICES

The Village of Downers Grove (hereinafter referred to as the "Village") and Allied Waste Services of North America, LLC, a Delaware limited liability company (hereinafter referred to as the "Contractor"), are entering into this Contract for Refuse Collection and Recycling Services (the "Contract") on October __, 2010, and hereby agree as follows:

I. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

- 1.1 The Contractor will strictly comply with all applicable ordinances of the Village of Downers Grove and laws of the State of Illinois.

2. USE OF VILLAGE'S NAME

- 2.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

4. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 4.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors, and the Contractor, its employees, or its subcontractors, and the Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Contract shall not be construed as requiring the Contractor to indemnify the Village for the Village's own negligence. The Contractor shall indemnify, keep and save harmless the Village to the extent that a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its Subcontractors.

5. NONDISCRIMINATION

- 5.1 Contractor shall, as a party to a public contract:
 - (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this proposal, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

- 5.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

6. SEXUAL HARASSMENT POLICY

- 6.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

- 6.1.1 Notes the illegality of sexual harassment;
- 6.1.2 Sets forth the State law definition of sexual harassment;
- 6.1.3 Describes sexual harassment utilizing examples;
- 6.1.4 Describes the Contractor's internal complaint process including penalties;
- 6.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 6.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

7. EQUAL EMPLOYMENT OPPORTUNITY

- 7.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:
- 7.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - 7.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - 7.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

- 7.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 7.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 7.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 7.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

8. DRUG FREE WORK PLACE

- 8.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 8.2 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 8.3 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

- 8.4 Providing a copy of the statement required above to each employee engaged in the performance of the Contract or grant and to post the statement in a prominent place in the workplace.
- 8.5 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 8.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 8.7 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 8.8 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. PREVAILING WAGE ACT

- 9.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract.
- 9.2 Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Contractor in connection with this Contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of this Contract.
- 9.3 In the event this is a contract for a "fixed public works" project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the Contract or work to be performed.
- 9.4 In the event this is an Illinois public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the

pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

10. INSURANCE REQUIREMENTS

- 10.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
Commercial Automobile Liability	\$1,000,000	Each Accident
Umbrella Liability	\$ 5,000,000	

- 10.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents.
- 10.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 10.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 10.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 10.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to

add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to Contractor's negligence; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.

10.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed or authorized to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

10.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder.

10.9 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured.

11. COPYRIGHT/PATENT INFRINGEMENT

11.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

12. COMPLIANCE WITH OSHA STANDARDS

12.1 Equipment supplied to the Village must comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

13. CERCLA INDEMNIFICATION

13.1 In the event this is a contract that has environment aspects, the Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, reasonable attorneys' fees, and other related transaction costs arising under

the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law to the extent of Contractor's negligent acts or omissions or willful misconduct in the release or threatened release of the Waste collected by the Contractor, both before and after its disposal.

14. SUBLETTING OF CONTRACT

- 14.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from its obligations or change the terms of this Contract.

15. TERM OF CONTRACT

- 15.1 This Contract may be extended by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section, *supra*.

16. TERMINATION OF CONTRACT

- 16.1 Each party reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the other party, in the event of default by the such party. Default is defined as failure of a party to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the defaulting party fails to cure the default upon notice, and the non-defaulting party declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform this Contract was due to causes beyond the control and without the fault or negligence of the Contractor or was terminated by the Contractor due to an uncured default by the Village. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

17. BILLING & PAYMENT PROCEDURES

- 17.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 17.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting a revised bill or invoice as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

17.3 If this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

17.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

18. RELATIONSHIP BETWEEN THE CONTRACTOR AND THE VILLAGE

18.1 The relationship between the Village and the Contractor is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint-venture or partnership with the other.

19. STANDARD OF CARE

19.1. Services performed by Contractor under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

19.2 If the Contractor fails to meet the foregoing standard, Contractor will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Contractor’s failure to comply with the above standard and reported to Contractor within one (1) year from the completion of Contractor’s services for the Project.

20. GOVERNING LAW

20.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

21. SUCCESSORS AND ASSIGNS

21.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

22. WAIVER OF CONTRACT BREACH

22.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

23. AMENDMENT

23.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

24. CHANGE ORDERS

- 24.1 The Contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the Village is the Village Manager.

25. SEVERABILITY OF INVALID PROVISIONS

- 25.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

26. NOTICE

- 26.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Contractor as designated in the Contract Form.

27. CAMPAIGN DISCLOSURE

- 27.1 Contractor is required to submit an executed Campaign Disclosure Certificate, attached hereto.
- 27.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 27.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 27.4 Contractor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

28. COOPERATION WITH FOIA COMPLIANCE

- 28.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act, 5 ILCS 140/1 et.seq.

II. DETAILED SPECIFICATIONS

29. DEFINITIONS

29.1 For the purpose of the Contract, definitions of certain terms are listed below. Certain words or phrases, when used in the Contract shall have the same meaning given to them in this section. Other terms shall be defined within applicable subsections.

Attached Single-Family Dwelling (Group, ROW, Townhouse) shall mean a building originally designed and constructed to accommodate two (2) or more dwelling units, with dwelling units joined together by party wall or walls and being not more than two (2) stories in height. Each unit shall have its own ground floor entrance and living space.

Biodegradable shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne microorganisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

Brown Kraft 2-Ply Paper Bags shall mean a two-layer brown product container comprised of kraft paper most often used to contain groceries.

Chipboard shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

Compost(ing) shall mean the process by which aerobic microorganisms decompose organic matter into a humus-like product.

Contract shall mean the agreement created by and consisting of the Contract Documents.

Contract Documents shall include the Request for Proposals, Terms and Conditions, Detail Specifications and the Proposal /Contract Form.

Contractor shall mean the firm with which the Village has executed the Contract for Solid Waste Collection and Disposal Services

Corrugated Cardboard shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

Customer shall mean the resident party, property owner of a dwelling unit in Downers Grove corporate boundaries participating in the scavenger collection service.

Day shall mean a calendar day unless otherwise stated.

Detached Dwelling shall mean a single-family dwelling entirely surrounded by open space.

Disposal Unit shall have different meanings as follows: For the purposes of **refuse**

collection, a “disposal unit” shall mean one (1) water-tight metal, or plastic reusable waste container, no larger than thirty-three (33) gallons in capacity, containing refuse, yard-waste or household construction and demolition debris as herein defined; or one (1) securely tied, bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item, as herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit. For the purpose of **yard-waste** collection, a “disposal unit” shall mean one (1) biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard-waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing “yard-waste” as herein defined, or one (1) securely tied, bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person.

Envelope shall mean a flat, folded paper container for a letter or smaller object.

Frozen Food Packages shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage or Rubbish shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans, bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved refuse container, except those items which are banned from direct disposal into a landfill, including Unacceptable Material

HDPE shall mean high-density polyethylene.

Household Construction and Demolition Debris shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

Household Garbage shall mean garbage and rubbish as collected from the residents of the Village of Downers Grove currently receiving curbside scavenger service or on-site dumpster service, but does not include Unacceptable Material.

Household Garbage – Large Items shall mean any items set forth under “Garbage and

Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill.

Household Garbage – Large Items shall not include waste from manufacturing processes, construction materials, broken concrete, lumber, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the Village of Downers Grove or items which are banned from direct disposal into a landfill.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract.

Juice Boxes shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

Landscape Sticker (also referred to as Yard-waste Sticker) shall mean a special biodegradable sticker with glue that adheres to plastic and paper during weather extremes provided by the Contractor to retailers for sale to the public wherein the purchase price includes the Contractor’s total collection, processing, and sale/disposal costs for Landscape Waste.

Landscape Waste (also referred to as Yard-waste) shall mean hard landscape waste and soft landscape waste.

Large Household Item (also known as “Bulk Item”) shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwashers, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. All “white goods” including those containing CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated biphenyls) shall all fit into this definition.

LDPE shall mean low density polyethylene.

Magazines shall mean periodical publications, usually glue bound.

Mixed Papers shall mean stationary, various office papers such as computer paper, copy paper, note paper, letterhead, and other similar papers.

Multiple-Family Dwelling shall mean a dwelling containing three (3) or more dwelling units, with one or both of the following: (a) More than one (1) dwelling unit connecting to a common corridor or entrance-way; or (b) Dwelling unit vertically connected to

neighboring dwelling units through shared floors and ceilings.

PET shall mean polyethylene terephthalate.

Performance Bond shall mean the form of security approved by the Village and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Processing Center shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

Properly-Prepared shall mean materials prepared according to the disposal program restrictions for refuse, yard-waste, and recycling.

Processing Costs shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services.

Public Awareness Program shall mean a program developed and provided by the Contractor and the Village to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the Village.

Recyclables or Recyclable Material(s) shall mean, at a minimum, those materials listed on Appendix 2.

Recycling shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

Recycling Containers (bins) shall mean a hard-walled plastic container which can enclose recyclable materials when set out on the right-of-ways for collection. Container size is determined by the Village of Downers Grove, sold and delivered by the Contractor.

Recycling Containers (toters) shall mean a plastic wheeled container with a capacity of 35 or 65 gallons with an attached tight fitting lid supplied by the Contractor which can enclose recyclable materials when set out on the right-of-ways for collection.

Refuse shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items, but does not include Unacceptable Material. For the purposes of this Contract, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard-waste” or “household construction and demolition debris”).

Refuse Sticker shall mean a biodegradable paper stamped with the Village name and the Contractor's name and telephone number providing the solid waste services for the Village. The sticker shall represent proof of payment for collection and disposal services to be rendered by the Contractor. The Refuse Sticker shall also be used for Yard-waste collection and disposal.

Residence shall mean all attached single family and detached single family dwelling.

Single-Family Dwelling shall mean a detached dwelling containing accommodations for and occupied by one (1) family only.

Specifications shall mean specifications identified in the Contract.

Tote (also referred to as a Toter or Cart) shall mean a plastic wheeled container in sizes ranging from 35- to 96- gallons, with tight-fitting cover, requiring semi-automatic or automatic lifting mechanism for collection, and approved by and/or supplied by the Contractor..

Unacceptable Material shall mean hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the Contractor is legally unable to accept, in addition to any material that is not appropriately contained with a disposal sticker attached.

Waste shall mean refuse, recyclables, yard or landscape waste and white goods, but does not include Unacceptable Material.

Wet-strength carrier stock shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

White Goods shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances, as defined by applicable law or regulation.

Yard-waste container/unit shall mean a container or unit and may be a kraft paper bag not exceeding thirty-three (33) gallons of capacity weighing up to fifty (50) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-three (33) gallons of capacity weighing up to fifty (50) pounds; or one bundle of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle is to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

Yard-waste (also known as "landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, greenery from wreaths

and garlands, fruit, vegetables and food waste shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

30. DESCRIPTION OF THE VILLAGE'S SOLID WASTE PROGRAM

- 30.1 Refuse, yard-waste, and curbside recycling services are provided to residences located within the Village on a once-per-week basis. Refuse and yard-waste collection is a volume-based user fee (sticker) program with Toter service available as an option. There are currently approximately 14,550 collection units located within the Village.
- 30.2 Customers are required to properly attach a refuse sticker to each 33-gallon disposal unit weighing fifty (50) pounds or less. Bulk items (see "Household Garbage-Large Items" definition) are removed on regular pickup days and require one refuse sticker per every fifty (50) pounds. White goods are removed on regular pickup days and require one refuse sticker per every 50 pounds, with an advance call to the contractor.
- 30.3 Yard-waste collection shall begin each year on the first collection day in April and end the second week in December.

31. SCOPE OF WORK

- 31.1 The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables.
- 31.2 The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

32. COLLECTION UNITS AND MULTI-FAMILY STRUCTURES

- 32.1 The base unit of service shall be known as a "Collection Unit or Stop." The Contractor shall collect, remove and dispose from every residential building unit, as defined herein, in the Village of Downers Grove, all refuse, yard-waste and curbside recyclables that may be set out for collection one (1) time each week.
- 32.2 Certain multi-family buildings shall be eligible to participate in the Village's solid waste contract, provided that they meet the criteria listed below:
- 32.2.1 The multi-family building must have curbside garbage pickup accessible from Village right-of-way. No collection from dumpsters will be allowed.
- 32.2.2 Collection will be provided once per week on the designated collection day for that area of the Village.
- 32.2.3 The building management company or homeowner's association must obtain refuse and/or recycling totes for the multi-family property.
- 32.2.4 The building management company or homeowner's association will be billed for tote service according to the rates specified in the contract.
- 32.2.5 Multi-family buildings are not eligible to participate in the Amnesty Day collection.

- 32.3 A designated representative from the building management company or homeowner's association must complete the required application form and receive formal notification from the Village prior to receiving service under the terms of the contract.

33. PREPARATION AND PLACEMENT OF DISPOSAL UNITS

- 33.1 All residences receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units." Residents of each household will be required to attach one refuse waste sticker, either through the handle 33-gallon refuse disposal unit or onto every item, container, box or bag set out for collection, not exceeding fifty (50) pounds. The Contractor will be required to collect only properly prepared disposal units which have a disposal sticker attached, or in Contractor supplied tote. Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal provided that a disposal sticker has been attached to each unit.

- 33.2 Properly prepared refuse, yard waste and recyclable material shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations. The Contractor shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled Village roadways. Containers will be placed, not thrown, and securely placed in such a manner that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic. Any contents spilled on the parkways, premises, or streets are to be cleaned up in a workmanlike manner.

34. ACCEPTABLE/UNACCEPTABLE MATERIAL

- 34.1 ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted for regular collection including but not necessarily limited to: bulk items, household fixtures, appliances, furniture and yard-waste.
- 34.2 UNACCEPTABLE MATERIAL: The Contractor shall refuse to accept for regular collection and shall have no obligation under this Contract to collect any Unacceptable Material.

35. EXAMINATION OF SERVICE AREA

- 35.1 It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would affect the execution and/or completion of the work covered by this Contract.

36. HOLIDAY (CHRISTMAS TREE) COLLECTION

- 36.1 The Contractor will provide curbside collection service of live Holiday (Christmas trees) two (2) weeks during the first and second full week in January each contract year. Residents will not be required to affix stickers for collection and there will be no cost to the Village of Downers Grove for this service. The Contractor and the Village will work together to educate the public with respect to the condition of the trees before they will be collected. Holiday trees will be accepted provided they are free of all ornamentation,

including tinsel, garland and lights. If disposable tree bags are used, a refuse sticker must be affixed to the plastic bag. Annually, the Village and Contractor shall review the feasibility of delivering holiday trees to a facility for chipping.

37. YARD-WASTE/BUNDLED BRUSH

- 37.1 As a part of yard-waste collection, all eligible households located within the Village's corporate boundaries shall be provided weekly bundled brush collection during specified times of year. Bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Resident customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited) and affix the proper yard-waste sticker to each bundle. Bundled brush will be collected on regular refuse service days during the yearly period of time established (April 1 through the second week in December).

38. RECYCLABLE MATERIAL PROGRAM

- 38.1 The Village's recyclable material program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this Contract. The Contractor shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving residential scavenger service as covered under this Contract. The cost of recycling collection and disposal services has been built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard-waste. All revenue collected from the sale of recyclable material shall be the property of the Contractor. The Contractor shall have representatives available to participate in community-sponsored events promoting environmental awareness.
- 38.2 The Contractor shall specify the method in which recyclables are to be prepared and sorted for collection by the participating residence(s). Preparation requirements may include rinsing, removing labels, flattening, removing caps and lids, and the like. The method in which the recyclables are to be generally sorted for collection by the household shall also be specified, i.e. source separated, partially source separated, or commingled within the recycling container(s).
- 38.3 The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside, i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.
- 38.4 The Contractor shall collect those recyclable materials as set forth in Appendix 2. The Contractor and the Village may further agree that the Contractor shall provide for the collection of other recyclable material upon such terms as the parties may agree.
- 38.5 There shall be no limit to the number of recyclable containers or to the quantity of recyclable material that a customer may place for collection. Customers may use their existing eighteen (18) and twenty (20) gallon recycling containers and have the right to purchase and place for collection additional recycling containers, provided they have two handles and are no larger than twenty (20) gallons. The Contractor shall collect from all recycling containers that have been placed for collection and shall place emptied

recycling containers upside down to prevent the containers from blowing about.

- 38.6 The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program, refuse and/or yard-waste mixed with recyclables or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkway areas.
- 38.7 The Contractor shall purchase and maintain a reasonable supply of eighteen (18) gallon or larger, high-density polyethylene recycling containers for residential scavenger service to cover replacement for lost, damaged and stolen containers; for customers desiring additional recycling capacity; and initial containers for newly constructed residences. The Village reserves the right to approve the type of containers purchased by the Contractor.
- 38.8 Recycling containers shall be sold to customers at a cost not to exceed the maximum charge specified in Appendix 1. The Contractor shall deliver the recycling containers to the customers upon their request, and shall not add an additional charge for delivery. The Contractor may, at its discretion, bill the customer for the container or deliver it on a cash on delivery basis. The Contractor shall also supply and sell to the Village such recycling containers, if the Village decides to sell recycling containers at the Village's facilities to customers, for the same price as set forth above. The Contractor shall be responsible for delivering the containers to the specified Village facility at no additional cost to the Village or its customers.
- 38.9 The Contractor shall pick up all recyclable material placed in the recycling existing eighteen (18) and twenty (20) gallon containers, or the recycling totes supplied by the Contractor, or any other recycling containers used by the customer, provided they have two handles and are no larger than twenty (20) gallons. If, for operational purposes, the Contractor has difficulty identifying recycling containers used for recycling purposes, the Contractor shall provide free of charge, a recycling sticker or other identification mechanism to be placed on the various recycling containers used for collection of recyclable material.
- 38.10 The Village reserves the right to approve the location of the processing facility the Contractor intends to use for the separation and processing of recyclable materials collected. In the event that an alternative site is preferred by the Village, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the Village and the Contractor prior to its use.
- 38.11 The Village reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program. The Village also reserves the right to phase in at a later date any material(s) which the Contractor has indicated an ability to collect but which the Village has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract. The basis for

determining cost of adding materials at a later date will be based on evidence supplied by the Contractor specifically justifying additional cost due to collection, administration, profit, and processing (minus revenue) only.

39. AMNESTY DAY

- 39.1 The Contractor shall provide one amnesty day collection during the third year (between April 1, 2013 and March 30, 2014) of the Contract. The amnesty day shall be scheduled during one regular collection week during the term of the Contract. During this week, the Contractor shall collect from each customer receiving residential solid waste collection service, an unlimited amount of refuse. For those scheduled amnesty day collections, customers shall be required to affix three refuse stickers. Amnesty day services will be scheduled on mutually agreed upon dates.

40. REFUSE AND YARD WASTE TOTE OPTION

- 40.1 The Contractor shall make available an optional tote for refuse and yard-waste material. The Contractor will provide the totes and the necessary equipment. The Contractor shall also be responsible for collection and disposal of the tote contents. The resident will be responsible for setting totes curbside for collection on the regularly scheduled collection day. Totes will be 35-, 64- or 96-gallon wheeled plastic containers with hinged lids or covers whereby customers pay the monthly fee for their rental and the weekly disposal of their contents set forth in Appendix 1 as an option to participate in the curbside program.
- 40.2 Collection services will be once per week. There will be an agreement between the customer and the Contractor for tote rental. The agreement shall allow the customer to cancel, without penalty, the mutual agreement for any reason provided the customer notifies the Contractor in writing thirty (30) days in advance of the last date of desired service. The customer may elect to exchange a tote for one with a different capacity within thirty (30) days of its delivery. However, should a Customer cancel tote service within one hundred sixty (160) days or elect to exchange the tote after thirty (30) days, a forty dollar (\$40.00) fee will be charged to the Customer for removal and cleaning.
- 40.3 Customers using the refuse cart option shall be entitled to a recycling cart to be provided by the Contractor at no extra-cost. A 65-gallon recycling cart will be provided for Customers using a 65- or 95-gallon refuse cart and a 35- gallon recycling cart will be provided to those Customers using a 35- gallon refuse tote.
- 40.4 Contractor supplied recycling totes shall be used only at residences using refuse tote services. Should a Customer not return a tote after cancelling service, the Customer shall be charged seventy five dollars (\$75.00) for each non-returned tote.

41. COLLECTION FROM VILLAGE-OWNED FACILITIES

- 41.1 At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard-waste and recyclables from all Village-owned facilities as set forth in Exhibit B. The Contractor shall furnish, at no additional cost to the Village, at each municipal building served, containers for refuse, yard-waste and recyclables as requested by the Village's designated representative, with the size to be agreed upon. The Village reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. If requested by the Village, any and all containers furnished by the Contractor shall be equipped with non-removable hinged

covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, as set forth in Exhibit B.

41. STICKER DESIGN AND DISTRIBUTION

- 42.1 The Village has the sole authority to approve or disapprove the design and construction of the Contractor's refuse and yard-waste stickers. Stickers must be of an approved color, which should be clearly visible at dawn or at dusk by drivers, and which said color should be changed periodically to prevent counterfeiting. The paper used shall be biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The stickers shall contain the Contractor's name and telephone number, state the Village of Downers Grove title and be consecutively numbered for record keeping and balancing purposes. The Contractor will deliver stickers to retail outlets and the Village upon request.
- 42.2 The Contractor shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The Contractor shall arrange for local retail outlets to aid in the sale of the stickers. The Village also may act as a disposal sticker retailer for the Contractor. The Village reserves the right to retain a commission fee of no more than 2% per sticker price in exchange for being a retailer for the convenience of residents, to cover administration and maintenance by Village personnel.
- 42.3 The Contractor shall also make disposal stickers available through the mail (10 sticker minimum). The Contractor shall be authorized to add the cost of postage for disposal stickers sold via mail. The Village shall not incur any liability for retailer's payment or other obligations to the Contractor for the stickers. The Contractor shall be solely responsible for collection of sticker sale proceeds. Residents shall have the right to purchase refuse stickers in as small a quantity as one (1) sticker at a time from any authorized retail outlet.
- 42.4 The Contractor shall be permitted to sell stickers to retailers on a billable basis only. The Contractor shall not charge retailers or the Village for storage, handling, delivery, or any other services associated with the distribution of waste stickers. The Contractor shall have the right to cease supplying stickers to any retailer that repeatedly allows its sticker inventory to run out. Retailers will be required to pay the Contractor for any previous order of stickers before additional sticker orders are filled, except in cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers to any retailer who becomes more than thirty (30) days in arrears in making payments on its account. The Contractor shall notify the Village of the names of retailers to which the supply of stickers has been suspended as soon as the suspension occurs.

43. MONTHLY REPORTING

- 43.1 The Contractor shall prepare and submit to the Village a monthly refuse, yard-waste and recycling material report, due by the 10th of the following month. The report shall include the following information for all residential scavenger service covered under this Contract:
- 43.2 Refuse – Total weight in tons and total volume in compacted cubic yards of refuse land-filled each month; name and location of the landfill facility used by the Contractor; with a

copy of all complaints filed by the Village of Downers Grove customers during the month if requested.

43.3 Yard-waste – Total volume, in compacted cubic yards, of yard-waste collected; name and location of the compost facility used by the Contractor; with a copy of all complaints filed by the Village of Downers Grove customers during the month if requested.

43.4 Recyclable Material – Weekly set-out rate; total weight, in pounds, of recyclable materials collected; name and location of processing facility used by the Contractor; with a copy of all complaints filed by the Village customers during the month if requested.

44. CONSUMER EDUCATION

44.1 Upon request, the Contractor agrees to provide Village residents with such educational materials as the Village deems necessary. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling and yard-waste collection program. There shall be no cost to the Village or its residents for the printing and distribution of any consumer education materials. The Village agrees to print a special section in the Village newsletter at the commencement of this Contract explaining new program options and program guidelines.

45. TITLE TO WASTES

45.1 All refuse, yard-waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle. Title to and liability for Unacceptable Material shall at no time pass to Contractor and shall remain with the generator of such Unacceptable Material.

46. DISPOSAL

46.1 All refuse and yard-waste collected shall be removed from the Village by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

47. RATES AND SPECIAL RATES

47.1 For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed by the Contract and set forth in Appendix 1 attached hereto and made a part hereof. For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the resident customer for collection and disposal into a landfill or processing facility. The Contractor may charge standard fees for delinquent payments.

48. LOCAL OFFICE

48.1 The Contractor shall establish and maintain a local (within 13 miles of the Village) office through which business contacts may be made, where hauling services may be applied for, payments can be made, recycle bins can be purchased, services literature may be obtained, complaints can be made and resolved, and where service and any other instructions can be received. The office shall be equipped with sufficient telephones and personnel and shall have a responsible person in charge during collection and operation hours. This service shall be operated between the hours of 8:00 A.M. to 5:00 P.M.

Monday through Friday, except during listed holidays, or as otherwise agreed upon by a Contractor Director and the Village. The Contractor shall identify the location of the local office and the garage area (s) that will be used to service the Village.

49. SPECIAL & EMERGENCY COLLECTIONS

- 49.1 The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be an advance arrangement with the Contractor at customer request. The collection cost for such services shall be based upon cubic yards and the resident customer shall make payment directly to the Contractor. The Contractor agrees to provide free dumpsters (sizes 1 yard through 30 yard as requested by the Village) for refuse and recycling collection during special events of a similar nature to those which were provided service under the previous contract. The Village and the Contractor may mutually agree to emergency pick-up services at an additional cost for disasters including, but not limited to, flood, wind and snow

50. SCHEDULE AND TIME OF COLLECTIONS

- 50.1 The Village shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the Village, designating collection areas shall be made a part of this Contract and attached hereto as Exhibit A.
- 50.2 The schedule shall not be changed without first obtaining consent from the Village Manager or designee, and not without giving a minimum of thirty (30) days written notice to all parties affected by the change. The Village may, at its discretion, waive the minimum time limits required. This waiver must be in writing and signed by the Village designee. The Contractor will be required to publish an advertisement twice per week in two separate weekly issues of the local newspapers, no earlier than 60 days prior to the change, with the last advertisement to be no later than fifteen (15) days prior to the schedule change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the Contract and grounds for immediate termination of the Contract.
- 50.3 In no case shall collection commence prior to 6:00 a.m. or continue past 7:00 p.m. on any day during the term of the Contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the Village.
- 50.4 During the Contract term, the Contractor shall have the right to modify the service schedule a maximum of one time solely at the Contractor's discretion. The Contractor shall provide advance notification of the service change to Council and provide notification to the affected customers in a manner approved by the Village. This change may not occur during the final year of the Contract term without written approval of the Village Manager or designee. Any other service schedule change request shall be made pursuant to section 50.2 of this Contract.

51. HOLIDAYS

- 51.1 Collection normally falling on or during a holiday week after the following holidays may be rescheduled for the next working day including Saturday, as necessary, for that week only:

New Year's Day
Labor Day

Memorial Day
Thanksgiving Day

Independence Day
Christmas Day

- 51.2 The Contractor agrees to inform the Village and its residents of changes in normal collections due to holidays by notification through at least two local media outlets or establish a permanent holiday schedule or plan to be printed within the refuse literature.

52. SCHEDULE ADHERANCE

- 52.1 If, at any time during the term of this Contract, the Contractor shall collect any section of the Village on a day other than the scheduled day, the Contractor shall immediately notify the Village that it is in violation of the Contract. If a similar violation should occur more than once within the three week period following the week of the original violation, the Village will notify the Contractor by certified mail and withhold any further payment that may be due under the Contract until the Contractor has furnished evidence satisfactory to the Village that the Contractor has taken necessary actions and precautions to prevent further violations. The Village may determine that this second or subsequent collection violation as a breach of contract, and therefore the Village reserves the right to terminate this Contract in accordance with Section 16 of this Contract. Delays that are occasioned by holidays, or by daily (any 24-hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may not be considered as violations. The Village Manager or the Village's Designated Representative shall be the judge of whether delays constitute a violation, or not.

53. PLACE OF PICK-UP

- 53.1 The Contractor is responsible for the public streets, or properly wavered private street curbside pick-up of all residential locations as well as designated locations as requested by the Village.

54. REPLACEMENT DAMAGE

- 54.1 The Contractor is responsible for damages resulting from its negligent handling of any receptacle. The Contractor at no extra charge to the user shall replace all containers, which suffer damage caused by negligence or willful misconduct of the Contractor. The containers so supplied shall then belong to the user. The Contractor shall not be responsible for the replacement of non-Contractor supplied totes.

55. COLLECTION VEHICLES

- 55.1 All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, shall be kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate clean up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle. However, if the Contractor desires to use a vehicle of larger capacity,

specific written approval of the specific vehicle shall be required from the Village's Designated Representative, after an actual demonstration of the vehicle on the streets of Downers Grove. Overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinances for vehicles, vehicle operators and specialty equipment.

- 55.2 Vehicles shall be operated in a manner that emphasizes the safety of the driver, other drivers, cyclists and pedestrians, including the use of operable back-up notification systems. Vehicles shall avoid back-up movements unless necessary.

56. EMPLOYEES

- 56.1 The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this Contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this Contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving. The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the Village Designated Representative.

57. ACCIDENT PREVENTION

- 57.1 Precaution shall be exercised at all times for the citizens, employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

58. COMPLAINT PROCEDURE

- 58.1 All complaints received by the Contractor shall be given prompt and courteous attention. The Village and the Contractor will agree upon a formalized complaint form to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on no carbon required paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the Village with sufficient forms for logging of complaints by Village staff. Any complaint received by the Village shall be immediately communicated to the contractor. The Contractor is required to supply the Village with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof

59. COMPLAINTS

- 59.1 Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error;

and that it will immediately report the same to the Village's Designated Representative so that the Village and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the Village. Notwithstanding the above, the Contractor shall not be required to collect Unacceptable Material. If a missed pick up is reported by the Village or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard-waste from such customer within on (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the Village within two (2) business days. As noted above, the Contractor shall supply to the Village an NCR copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted. The Contractor shall cooperate with the Village in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the Village, or failure of the Contractor to carry out any of its contractual obligations such as, but not limited to, rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the Village to terminate this Contract after notice and an opportunity to be heard in accordance with Section 16.

60. CUSTOMER VIOLATIONS OF VILLAGE CODE

- 60.1 The Contractor shall have the right to notify any customer of noncompliance with the applicable Village code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the Village.

61. NEW CUSTOMERS

- 61.1 The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The Village agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard-waste.

62. EXCLUSIVE GRANT/INTENT

- 62.1 The Village agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the Village does, by execution of this Contract pursuant to Village Code, give and grant to the Contractor, for the term of this Contract only, the sole and exclusive Class A License to collect and dispose of all residential solid wastes. The Contract shall include all residences (attached single-family and detached single-family as defined herein) and municipal facilities as required within the corporate boundaries of the Village. This grant expressly includes the right and duty to service any land annexed to the Village where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein. The Village shall communicate any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., to the Contractor. It is the intent of this Contract to obtain, throughout its term, clean, courteous, well scheduled, and well-executed collection and disposal or processing of refuse, recycling and yard-waste from properties in the Village of Downers Grove. While the Village recognizes that any collection service involves minor customer operating problems, the intent of this Contract is to ensure that any such

operating problems are minimized to the extent possible and corrected as soon as possible.

63. TERM OF CONTRACT

- 63.1 The term of the Contract will be (5) years, and shall commence at 12:01 a.m. on April 1, 2011 and shall remain in full force and effect through termination at 11:59 p.m. on March 31, 2016. Upon request, the Village may exercise an option to extend the Contract term for an additional two (2) year period ending at 11:59 p.m. on March 31, 2018. The Contractor may negotiate in good faith, on request of the Village, for an extension to the Contract, provided that the Contract extension is approved by the Village Council no later than one hundred twenty (120) days before the termination of the existing Contract.

64. STICKER REFUND

- 64.1 At the end of the Contract term, should the Village select a different scavenger service, the Contractor agrees to refund to all customers, retailers and the Village, the full purchase price of all refuse/yard-waste stickers returned to the Contractor within one hundred twenty (120) days after the end of such term.

65. PERFORMANCE BOND

- 65.1 The Contractor shall provide the Village with a performance bond issued by a surety in an amount of \$500,000.

66. EMERGENCIES

- 66.1 The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or other act of God which require additional hauling equipment by the Village, the Contractor shall use commercially reasonable efforts to allow the Village to use the equipment temporarily upon the Village's request for such temporary use; provided that upon such use the Village shall pay total disposal costs, commercially reasonable rental costs, and shall fully indemnify and defend the Contractor against any damages that occur due to the Village's use of such equipment. The Village reserves the right to direct which disposal sites are to be used during an emergency.

67. LOCAL IMPROVEMENTS

- 67.1 The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard-waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the Village.

68. TAXES, LICENSES & PERMITS

- 68.1 The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Village or the Contractor in connection with the Contractor's facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Contractor shall furnish to the Village satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this Contract.

69. DEFAULT

69.1 If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, and in the opinion of the Village's Designated Representative, there has not been sufficient cause to justify such lack of observance, the Village shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this Contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the Village shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default. If deemed necessary by the Village's Designated Representative, the Village shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

70. STRIKES/FORCE MAJEURE

70.1 The Contractor shall be required to file proof with the Village Manager or his designee that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the Village Manager within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.

70.2 Should nevertheless, a strike occur which lasts more than seven (7) calendar days, the Village shall be permitted to institute such procedures to collect and dispose of the waste to be collected pursuant to this Contract as the Village deems necessary. The Contractor shall be responsible for reimbursing the Village for any and all costs it may incur in such an endeavor.

70.3 Neither party shall be deemed in violation of this Contract for the delay in that party's performance or failure to perform in whole or in part its obligations under this Contract due to war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond the party's control and are not caused by negligence on the part of that party or anyone acting on its behalf; provided, however, that strikes or work stoppages by Contractor's own work forces shall not be considered events caused by circumstances beyond the Contractor's control. In the event that the delay in performance or failure to perform affects only part of the Contractor's capacity to perform its obligations under this Contract, the Contractor shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. The Contractor shall promptly notify the Village in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Contract to be affected thereby

71. FUEL COST PROVISION

71.1 After the effective date of the Contract, should the average cost of diesel fuel for a period beginning October 1st and ending December 31st of each year exceed four dollars (\$4.00) per gallon during the term hereof (the "Fuel Expense Increase"), Contractor may, at any time after verification of said Fuel Expense Increase, provide the Village with a written request for an increase in the monthly rates for refuse and yard waste toters and the price of the refuse and yard waste sticker imposed hereunder (hereinafter the "Fuel Request"),

effective on the following April 1st. Any such Fuel Request shall be in writing and shall provide, in detail, the following information:

- (1) the calculations relative to the price per gallon for diesel fuel during the period of October 1st through December 31st;
- (2) calculations demonstrating how the Fuel Expense Increase impacts the cost of the services being provided by Contractor hereunder; and
- (3) the proposed revised monthly rates and sticker prices as a result of the Fuel Expense Increase.

- 71.2 Within thirty (30) days of the receipt of any such Fuel Request, the City and Contractor shall meet to discuss the Fuel Request, and determine what revisions, if any, should be made to the monthly rates and sticker prices as a result of the Fuel Expense Increase. In regard to said Fuel Request, the Village may request, and Contractor shall provide in response thereto, additional documentation or information that the Village deems necessary to assist in the Village's analysis of the Fuel Request. The approval of any increase in the monthly charges, as a result of any Fuel Request, (hereinafter referred to as the "Fuel Increase"), shall not be unreasonably withheld and which the Village agrees to exercise in a reasonable manner.
- 71.3 In the event the average cost of diesel fuel, during the period beginning October 1st and ending December 31st immediately following a Fuel Increase is four dollars (\$4.00) or less, the monthly charges for refuse and yard waste toters and the price of the refuse and yard waste sticker shall be adjusted to eliminate the Fuel Increase therefrom.

72. CHANGE OF LAW

- 72.1 The Village and Contractor agree to negotiate in good faith should a change in law occur. For the purposes of this section, a change in law shall be defined as (i) the enactment, adoption, promulgation or modification of any federal, state or local law ordinance, code, rule or regulation; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; provided that such event materially changes the costs or ability of the Contractor to carry out its obligations under this Contract and establishes requirements which are materially more burdensome than or in addition to the applicable requirements in effect on the date the Contract is executed.

73. ENTIRE AGREEMENT

- 73.1 This Contract, together with any Addendum, Appendix and Exhibit attached hereto, (all of which are incorporated herein by reference) constitutes the entire agreement between the Parties with respect to the subject matter hereof. Specifically, this Contract consists of the Contract and all attachments thereto. No changes, modifications or alterations to this Contract shall be effective without the written consent and authorization of the Parties.

III. CONTRACT FORM

***THIS DOCUMENT, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Block Must Be Completed

CONTRACTOR:

Allied Waste Services of North America, LLC
Company Name

5050 W. Lake Street
Street Address of Company

Melrose Park, IL 60160
City, State, Zip

(630) 964-3232
Business Phone

(708) 345-7056
Fax

ATTEST: If a Corporation

Signature of Corporation Secretary

Date: 10/14/10

svogrin@republicservices.com
Email Address

Stephen Vogrin
Contact Name (Print)

(630) 964-3232
24-Hour Telephone

(708) 774-5841
Signature of Officer, Partner or
Sole Proprietor

Stephen Vogrin, General Manager
Print Name & Title

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this document is accepted within **90** calendar days from the date of signature by the Contractor, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

ADDRESS: 5050 W LAKE STREET

CITY: MELROSE PARK

STATE: ILLINOIS

ZIP: 60160

PHONE: (708) 345-7050

FAX: (708) 345-7056

TAX ID #(TIN): 20-1838910

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

Individual

Sole Proprietor

Partnership

Medical

Charitable/Nonprofit

Agency

Limited Liability Company - Individual/Sole Proprietor

Limited Liability Company-Partnership

Limited Liability Company-Corporation

Corporation

Government

SIGNATURE: Stephen Vagin

DATE: 10/14/10

CONTRACTOR'S CERTIFICATION (page 1 of 3)

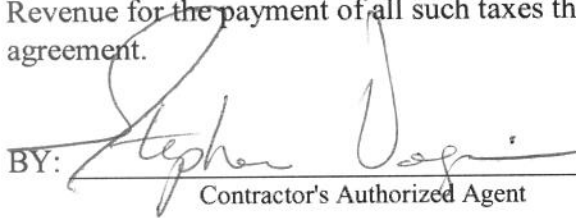
With regard to Solid Waste Collection & Disposal Services, contractor Allied Waste Services of North America, LLC hereby certifies the following:

1. Contractor is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Contractor certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Contractor certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Contractor in connection with the Contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the Contract. Contractor certifies that contractor and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the contractor, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a Contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the Contract or work to be performed.
4. Contractor certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Contractor further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Contractor is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Contractor further certifies that if it owes any tax payment(s) to the Department of Revenue, Contractor has entered into an agreement with the Department of

CONTRACTOR'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Contractor is in compliance with the agreement.

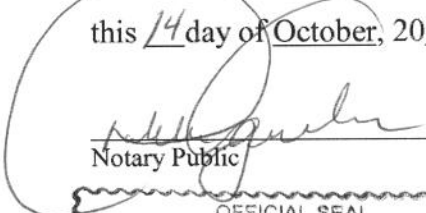
BY:


Contractor's Authorized Agent

2	0	-	1	8	3	8	9	1	0
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

Subscribed and sworn to before me
this 14 day of October, 2010.


Notary Public

(Fill Out Applicable Paragraph Below)

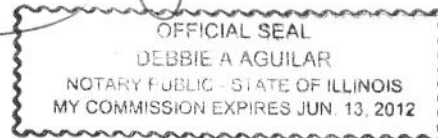
(a) **Corporation**

N/A

(b) **Partnership/ Limited Liability Company**

Signatures and Addresses of All Members of Partnership or Limited Liability Company:

Browning-Ferris Industries, LLC
18500 N. Allied Way
Phoenix, Arizona 85054



CONTRACTOR'S CERTIFICATION (page 3 of 3)

The entity is registered with the office of Secretary of State in the state of Delaware.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: N/A
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the Contract?

Insurer's Name: Zurich American Ins., American Zurich Ins., Lexington Ins. Co.s

Agent: BBT Knight Insurance Services

Street Address: 535 North Brand Avenue, 10th Floor

City, State, Zip Code: Glendale, CA 91230

Telephone Number: 818-662-4200

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Allied Waste Services of North America, LLC

Print Name and Title of Authorizing Signature: Steve Vogrin, General Manager

Signature: 

Date: October 19, 2010

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

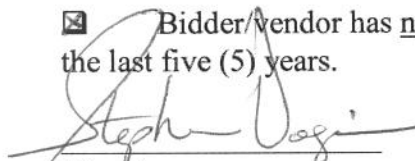
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.


Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature


Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

APPENDIX 1

REQUIRED BASE PROPOSAL QUOTATION SHEET

Please complete all required sections associated with once a week, same day refuse, yard waste, and recycling collection services for each year in accordance with the following schedule:

Description of Service	Year 1	Year 2	Year 3	Year 4	Year 5
	4/01/11- 3/31/12	4/01/12- 3/31/13	4/01/13- 3/31/14	4/01/14- 3/31/15	4/01/15- 3/31/16
1. Base Pricing – Required to perform services described in Detailed Specifications.					
1.1. Sticker Price	\$3.23	\$3.37	\$3.52	\$3.70	\$3.85
2. Tote Pricing					
2.1. Monthly Tote Price (35-gallon)	\$14.25	\$14.95	\$15.70	\$16.50	\$17.34
2.3. Monthly Tote Price (64-gallon)	\$16.92	\$17.51	\$18.20	\$18.97	\$19.73
2.3. Monthly Tote Price (96-gallon)	\$22.14	\$23.00	\$23.95	\$24.92	\$25.82
3. Other Pricing Components					
3.1. Special Collections (charge/cubic yard)	\$16.00	\$17.00	\$18.00	\$19.00	\$20.00
3.2. Cost of Recycling Bins	\$15.00	\$15.00	\$15.00	\$20.00	\$20.00

APPENDIX 2

REQUIRED RECYCLABLES TO BE COLLECTED

The Village requires that the Contractor shall collect the following recyclable material for the entire term of the Contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids

**APPENDIX 3
CONTRACTOR QUALIFICATIONS**

Name of Business: Allied Waste Services of North America, LLC

Business Address: Mailing Address: 5050 W. Lake St. Melrose Park, IL 60160

Business Number: (708) 345-7050

Emergency Number: (708) 774-5841

Fax Number: (708) 345-7056

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): Republic Services, Inc. is the ultimate parent company, 18500 N. Allied Way, Phoenix, AZ 85054. Browning-Ferris Industries, LLC is the sole member of Contractor.

List all Partners, Managers, and Corporate Officers: [

Name	Title	Residence	Phone
<u>Richard Van der Molen</u>	<u>Municipal Affairs Manager</u>	<u>532 Fair Oaks Ave., Oak Park, IL</u>	<u>(847) 284-6884</u>
<u>Stephen Vogrin</u>	<u>General Manager</u>	<u>7121 Matthias, Downers Grove, IL</u>	<u>(708) 516-7050</u>
<u>Ryan Gough</u>	<u>Operations Manager</u>	<u>3821 Grand Ave, Western Springs, IL</u>	<u>(708) 514-1168</u>

Days of Operation: Monday through Saturday

Business Hours: Monday through Friday 8:00 am – 5:00 pm, Saturday 5:00 am – 11:00 am

Number of Employees:

Supervisors: 14

Drivers: 123

Office Personnel: 33

Signature:  Date: October 14, 2010

EXHIBIT A
SOLID WASTE COLLECTION DAY MAP

See attached

EXHIBIT B
SERVICES FOR MUNICIPAL AND PUBLIC FACILITIES

Location	Service Type	Size	Frequency
<u>Library</u> 1050 Curtiss	Refuse Recycling	1-1.5 yd 1-1.5 yd	2x/wk 2x/wk
<u>Village Hall</u> 801 Burlington Avenue	Refuse Recycling Recycling (paper) Small waste Receptacle	1-2 yd & 1-6 yd 1-2 yd cardboard 12-96 gallon tote 4-cans	3x/wk 2x/wk 1x/wk Thursday Thursday
<u>Police Department</u> 825 Burlington Avenue	Refuse Recycling Small waste receptacle	2-1.5 yd 2-96 gallon tote 2-cans	3x/wk 2x/wk Thursday
<u>Public Works</u> 5101 Walnut	Refuse Recycling Refuse	1-2 yd 1-1 yd cardboard & 2-96 gallon tote 1-20 yd open	1x/wk 1x/wk On-call
<u>Train Station</u> Fairview	Small waste receptacle	2-cans	1x/wk Thursday
<u>Train Station</u> Main Street Platform	Refuse Recycling Refuse	1-2 yd 1-96 gallon tote 1-30 gallon tote	6x/wk Thursday
<u>Fire Station</u> 6701 Main Street	Refuse Recycling Yard waste	1-1.5 yd 1-1 yd & 4-96 gallon tote 1-96 gallon tote	1x/wk 1x/wk 1x/wk
<u>Fire Station</u> 3900 Highland	Refuse Recycling Yard waste	1-1.5 yd 1-1.5 yd 1-96 gallon tote	1x/wk 1x/wk 1x/wk
<u>Fire Station</u> 5420 Main Street	Refuse Recycling Yard waste	1-3 yd 2-96 gallon tote 1-96 gallon tote	1x/wk 1x/wk 1x/wk
<u>Fire Station</u> 2560 Wisconsin	Refuse Recycling Yard waste	1-3 yd 2-96 gallon tote 1-96 gallon tote	1x/wk 1x/wk 1x/wk
<u>All Village Rentals</u> <u>When Required</u>	Refuse Recycling Yardwaste	33 gal.cans 18-gal tote requirements	1x/wk

Downtown Downers Grove


There are approximately 120 approximately 33-gallon size trash containers in the downtown area that are emptied once per week on Thursday mornings. With the assistance of Village staff, the Contractor shall be responsible for identifying the location and size of all receptacles listed above in addition to others that may not be listed.

The Contractor shall provide, at no cost to the Village, the collection and disposal of all refuse, recycling, and yard waste, or more often if requested by the Village. A comprehensive recycling program shall also be provided at no cost for the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with totes and containers/dumpsters to said facilities as set forth in the Contract.

CERTIFICATE

The undersigned certifies that (i) she is the duly elected, qualified and acting Secretary of **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company (the "Company"); (ii) attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member; and (iii) such resolutions have not been amended, rescinded, modified or revoked, and are in full force and effect on the date hereof.

Dated: October 7, 2010.



Eileen B. Schuler
Secretary

SCHEDULE A

RESOLVED, that the Company is hereby authorized to enter into an agreement (the "**Contract**") with the Village of Downers Grove (the "**Village**"), in the State of Illinois, to provide *Refuse Collection and Recycling Services*, substantially in the form presented to the Company, with such changes as may be approved by the officers or such other persons authorized to execute same and such actions are hereby approved, adopted, ratified and confirmed;

FURTHER RESOLVED, that the Company is hereby authorized and directed to execute and deliver the Contract, and such other applications, exhibits, agreements or attachments necessary in connection with the Contract and in connection with the performance of the Company's obligations and agreements as set forth therein;

FURTHER RESOLVED, that **STEPHEN VOGRIN**, as an authorized agent for the Company, or any officer of the Company, is hereby authorized and directed to execute and deliver the Contract to the Village and to execute any and all other documents on behalf of the Company required by the Village in connection with the Contract and in connection with the performance of the Company's obligations and agreements set forth therein; and

FURTHER RESOLVED, that the Secretary, or any other officer of the Company, is hereby authorized to certify to the adoption of the foregoing resolutions as may be required.