

**RESIDENTIAL SOLID WASTE & RECYCLING SERVICES AGREEMENT**

**BETWEEN**

**VILLAGE OF ANTIOCH**

**AND**

**GROOT INDUSTRIES**

**DATED:** August 18, 2015

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This SOLID WASTE & RECYCLING SERVICES AGREEMENT ("Agreement") is made and entered into August 18, 2015 by and between Groot, Industries (the "Contractor") and the Village of Antioch, Illinois (the "Village").

## **PREAMBLE**

WHEREAS, the Village, in order to protect the public health and welfare of its residents has deemed it necessary to collect, transport and dispose of Residential Materials (as defined below); and

WHEREAS, the Village is authorized pursuant to the provisions of Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1) to provide for the method or methods of collection, transportation and disposal of municipal waste located within its boundaries and to provide that the method chosen may be the exclusive method to be used within its boundaries; and

WHEREAS, the Village desires to enter into this Agreement to provide municipal waste collection, transportation and disposal services for single-family residential properties and municipally-owned facilities, and to set the rates and charges relating to such services; and

WHEREAS, the Village has determined that it is in the best interests of its residents to contract with a single waste hauler to collect, transport and dispose of (or sell) Residential Materials at a facility or facilities selected in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the Village, is willing to collect, transport and dispose of (or sell) Residential Materials at a facility or facilities selected in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained:

## **ARTICLE I DEFINITIONS**

### **Section 1.1 Definitions**

Whenever used in this Agreement, the following capitalized terms shall have the following meanings unless a different meaning is required by the context:

- a) "Agency" means the Solid Waste Agency of Lake County, known as SWALCO.
- b) "Breach" means a breach of this Agreement by either the Village or the Contractor, in a manner described in Article IX of this Agreement.
- c) "Bulk Items" means household items of such size as to render them unsuitable for deposit in a refuse container but which one person can lift into a refuse truck, such as furniture, storm doors and windows, metal and lumber products and machine parts.
- d) "Contractor" means Groot, Industries and its successors and assignees.
- e) "Customer" means the owner or occupant of a single family dwelling & multi-family dwellings of 4 units or less units to whom the Contractor furnishes services pursuant to the Agreement.



- f) "Designated Recycling Facility" means a materials recovery facility designated by the Village as a facility to which Recyclable Materials are transported for processing.
- g) "Event of Default" means a declaration of default by either the Village or the Contractor, as described in greater detail in Article IX of this Agreement.
- h) "Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.
- i) "Private Service" means the collection of refuse and waste by the Contractor from Customers, pursuant to separate agreements or arrangements between a Customer and the Contractor.
- j) "Municipal Collection Sites" means those public areas owned or maintained by the Village from which the Contractor is required to collect refuse and waste pursuant to this Agreement, as described in greater detail in Section 2.4 of this Agreement, which Municipal Collection Sites are identified in Exhibit C to this Agreement.
- k) "Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans; clear, green and brown glass bottles and jars; newspapers, magazines, and mixed papers (junk mail, chipboard, white and colored paper, brown kraft paper bags); corrugated cardboard, #1 PETE plastic containers and #2 HPDE plastic containers, #3 - #5 plastic containers and bags, aseptic beverage containers, six-pack rings and twelve-pack bands, and any other material or materials which the Village identifies as a "Recyclable Material" subsequent to the execution of this Agreement, pursuant to Section 8.1(d) of this Agreement.
- l) "Residential Materials" means Residential Waste, Recyclable Materials, Landscape Waste, and any other similar materials.
- m) "Residential Service" has the meaning set forth in Section 2.1 of this Agreement.
- n) "Residential Waste" means garbage, refuse, industrial, lunchroom or other waste, and other material described at 415 ILCS 5/3.290 resulting from operation of single family residential properties and from community activities; provided, however, that "Residential Waste" shall not include Recyclable Materials or Landscape Waste.
- o) "State" means the State of Illinois.
- p) "Street-side" means within four (4) feet of the curb or edge of street pavement in front of a Customer's property.
- q) "Village" means the Village of Antioch, Illinois.
- r) "Village Container" means a front loading container suitable for automated waste and recycling collection by private waste haulers from a Municipal Collection Site, ranging in size between approximately 2 cubic yards and 4 cubic yards.
- s) "Wheeled Cart" means a two-wheel durable, plastic, lidded container suitable for curbside automated waste and recycling collection by private waste haulers. A Large Wheeled Cart shall have a capacity of 95 gallons or more. A Medium Wheeled Cart shall

have a capacity of approximately 64 gallons. A Small Wheeled Cart shall have a capacity of approximately 35 gallons.

- t) "White goods" means the items so defined by section 22.28 of the Illinois Environmental Protection Act.

## **Section 1.2 Rules of Construction**

- a) Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.
- b) Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
- c) Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.
- d) No Franchise intended. It is the understanding and intention of the parties that this agreement shall constitute a contract for the services provided for herein; that it is not a franchise, nor shall it be decreed or construed as such. Should the words "Franchise" or "Franchisee" be used anywhere in this contract, or the in the RFP which preceded this Contract, it is the intention of the Parties hereto that the words "Franchise" or "Franchisee" shall be construed to respectively to mean "License" or "Licensee" and the context within which such words appear shall be construed accordingly.

## **ARTICLE II SCOPE OF SERVICES**

### **Section 2.1 General Services**

The Contractor shall provide the following solid waste hauling, collection and disposal services in accordance with the provisions of this Agreement:

- a) Residential Waste. Collection and transportation and disposal of Residential Waste as more particularly described in Section 4.1 of this Agreement.
- b) Landscape Waste. Collection, transportation and disposal of Landscape Waste as more particularly described Section 4.2 of this Agreement.
- c) Recyclable Materials. Collection, transportation and disposal of Recyclable Materials as more particularly described in Section 4.3 of this Agreement.
- d) Containers for Customers. The Contractor shall provide refuse carts and containers as follows:



- (i) For each Customer, the Contractor shall provide one (1) Large Wheeled Cart for refuse, at the cost of the Contractor.
- (ii) For each Customer, the Contractor shall provide a Medium Wheeled Cart for Recyclable Materials, at the cost of the Contractor or a Large Wheeled Cart at the Customer request.

The Contractor on behalf of the Village shall furnish the services described in Sections 2.1(a), (b), (c) and (d) (the "Residential Services") and bill residents for such services under this Agreement. The Contractor shall be the sole and exclusive Licensee of the Village to provide the Residential Services.

e) Municipal Site Collection. The Contractor shall, without cost to the Village: (i) furnish Village Containers for the deposit of Residential Waste and Recyclable Materials at each Municipal Collection Site; and (ii) collect, transport, and dispose of such Residential Waste and Recyclable Materials, at dates and times and subject to such additional conditions as set forth this Agreement, including the Special Events Collections described in Exhibit C.

## **Section 2.2 Annual Bulk Item Collection Program**

Also included under the Agreement, the Contractor, during May or June of each calendar year, on specific dates to be mutually determined by the Contractor and the Village, shall furnish unlimited Street-side collection from each Customer, and disposal, of Residential Waste and Bulk Items (including, without limitation, white goods). There shall be no additional expense to the Village for this service, rather it is to be included in Customer prices as set forth in **Appendix A**.

## **Section 2.3 Village Special Events Collection**

The Contractor shall provide for the collection, transportation and disposal of all Residential Waste and Recyclable Materials generated at the following special Village events, at no cost to the Village:

See Exhibit C

## **Section 2.4 Revenue Collection**

The Contractor shall, on behalf of the Village, provide revenue collection services in accordance with Article VI for all Residential Services provided under this Agreement.

## **Section 2.5 Right-of-Way Services**

The Contractor shall clear debris accumulated on public rights-of-way during inclement weather events, upon receipt of a request therefor by the Village and at a rate to be mutually determined by the Village and the Contractor.

## **Section 2.6 Modification of Required Services**

The Village reserves the right to adjust or expand the scope of the Residential Services required under this Agreement, upon thirty (30) days prior written notice to the Contractor, to accommodate changes in the definition of Residential Materials or changes in the scope of services provided by SWALCO. The Village and the Contractor agree to negotiate an equitable adjustment to the Contractor's

compensation under this Agreement required as a result of any adjustment or expansion of the scope of the Residential Services.

#### **Section 2.7 Brochure**

Upon execution of this Agreement, the Contractor, at its expense, shall be required to develop, print and distribute to all residential customers, and all new customers a brochure, approved by the Village, explaining the Residential Waste, Recyclable Materials and Landscape Waste programs covered under this Agreement. The brochure will include a method for customers to change their waste, recycling and/or landscape waste services. The brochure shall be updated and distributed every year during the term of this Agreement and any extensions thereof.

#### **Section 2.8 Reports Provided**

The contractor shall assist the Village with information requested through reports, including, but not limited to, routing information, tonnage, billings, and other information deemed necessary by the Village of Antioch, or in the fulfillment of routine FOIA requests within an appropriate time frame set by statute.

### **ARTICLE III TERM OF AGREEMENT**

#### **Section 3.1**

The initial term of this Agreement shall commence on October 1, 2015 ("Commencement Date"), and end on September 30, 2020. Upon the mutual written consent of both parties, this Agreement can be extended for one-year periods for up to five (5) additional calendar years.

At the end of any contract term, the Village reserves the right to extend this Agreement for a period of up to ninety (90) days for the purpose of arranging to place a new contract in effect.

### **ARTICLE IV SOLID WASTE COLLECTION AND DISPOSAL**

#### **Section 4.1 Residential Waste**

The Contractor shall collect, transport, and dispose of Residential Waste in accordance with the following:

a) Customer Selection of Service. Each Customer shall have the right to select Limited Service or Unlimited Service from the Contractor:

- (i) Once-per-week subscription service ("Limited Service") which provides for collection by the Contractor of Residential Waste from one Medium Wheeled Cart and for which the Customer shall pay to the Contractor a flat rate in accordance with Article V of this Agreement. . For Limited Service, the Customer shall pay Contractor a flat monthly rate. Under the Limited Service option, the Contractor shall have no obligation to collect Residential Waste beyond the maximum capacity of containers.



- (ii) Once-per-week subscription service ("Unlimited Service") which provides for collection by the Contractor of Residential Waste from an unlimited number of approved containers, and for which the Customer shall pay to the Contractor a flat monthly rate in accordance with Article V of this Agreement.

Each Customer shall notify the Contractor in writing of the specific type of collection service selected, and shall have the right to change from either service to the other upon 30 days' advance written notice to the Contractor. The Contractor shall provide unlimited Service at Street-side to any Customer that has not specifically selected a type of service.

b) Time of Collection. Customers are required to place containers at street-side by 6:00 a.m. on the designated day for collection. All Residential Waste shall be collected from each Customer by 7:00 p.m. on the designated day of collection, except as otherwise agreed between the Village and the Contractor.

c) Transport and Disposal. All Residential Waste collected pursuant to this Section 4.1 shall be transported and disposed of in accordance with Section 4.6 of this Agreement.

d) Containers. The Contractor shall furnish at no additional cost to the Customer an acceptable container for Residential Waste, which shall be a Large Wheeled Cart. The Contractor, at the Contractor's cost, shall provide, if requested by a Customer, at a cost as listed in **Exhibit A**, an additional Medium Wheeled Cart or Large Wheeled Cart, at the Customer's option for customers enrolled in unlimited collection. All Wheeled Carts shall be of the same style, color, and configuration, to insure uniformity of appearance. Wheeled Carts leased from the Contractor shall be owned and maintained by the Contractor.

e) Bulk Item Service. Bulk item pick-up at Street-side shall be included as part of Residential Waste collection. Such pick-up shall be made one (1) time each week and shall be on the same day as the Residential Waste pick-up and shall include one Bulk Item per pick-up.

f) Municipal Site Collection. The Contractor shall, without cost to the Village, at Municipal Collection Sites: (i) furnish Village Containers for the deposit of Residential Waste at each Municipal Collection Site; and (ii) collect, transport, and dispose of such Residential Waste, at dates and times mutually agreeable to the Village and the Contractor.

g) Electronic waste. The Contractor shall also provide an on-call curbside pick-up service to Customers for the pickup of electronic waste, including, but not limited to such items as television sets, computer monitors, radio equipment, computer equipment and the like which are not otherwise allowed into the common waste stream. The Customer may call the Contractor and arrange for the pick-up. The Customer shall be allowed to put out up to six electronic waste items per call, not more than one of which may be a television, and any such television cannot weigh more than 50 pounds or it will not be picked up. The Contractor may charge \$30.00 for each such call, as charges over and above all other charges allowed under this agreement.

## **Section 4.2     Landscape Waste**

The Contractor shall collect, transport, and dispose of Landscape Waste from April 1 through November 30 of each year, in accordance with the following:

a) Landscape Waste Service. Each Customer shall have the right to Landscape Waste services listed below:

- (i) Each Customer shall have Landscape Waste collection service from the Contractor that covers metal or plastic containers or biodegradable paper “kraft”-type bags, each container or bag not to exceed a capacity of 33 gallons. Landscape Waste Service. (i) Containers. The Contractor shall have no obligation to collect any Landscape Waste unless such Waste is either:
  - (ii) Placed in biodegradable paper “kraft”-type bags of a capacity not to exceed 33 gallons;
  - (iii) Placed in metal or plastic cans of a capacity not to exceed 33 gallons; or
  - (iv) If the Landscape Waste cannot reasonably be placed in bags or cans, securely tied with biodegradable string or twine, in bundles not to exceed four feet in length, 24 inches in diameter, and 50 pounds in weight.
- b) Christmas Trees. For all residential Customers (whether or not subscribers for Landscape Waste collection services), the Contractor shall collect, transport, and dispose of any Christmas tree left curbside by any Customer the first two weeks of January, at no cost to the Customer.
- c) Location of Collection. The Contractor shall collect all Landscape Waste that is placed by each Customer at street-side in front of the Customer's property.
- d) Time of Collection. . Customers are required to place Landscape Waste containers at street-side by 6:00 a.m. on the designated day for collection. All Landscape Waste shall be collected from each Customer by 7:00 p.m. on each designated day of collection, except as otherwise agreed between the Village and the Contractor, between April 1 and November 30 of each calendar year. The Contractor shall collect Landscape Waste on the same day as the Contractor collects Residential Waste from the Customer.
- e) Leaf Vacuuming. From November 1 to November 30, or equal to four (4) passes through the end of December, residents will be provided with leaf removal service.
- f) Transport and Disposal. All Landscape Waste collected pursuant to this Section 4.2 shall be transported and disposed of in accordance with Section 4.6 of this Agreement.

### **Section 4.3     Recyclable Materials**

The Contractor shall collect, transport, and dispose of Recyclable Materials in accordance with the following:

- a) Location of Collection from Customers. Each Customer shall place Recyclable Materials designated for collection at street-side in front of the Customer's property.
- b) Time of Collection from Customers. The Contractor shall collect Recyclable Materials from each Customer at least once per week, on the same day as the Contractor collects Residential Waste from the Customer.
- c) Containers. The Contractor shall furnish at no additional cost to the Customer, an acceptable container for Residential Waste, which shall be a Medium Wheeled Cart. The Contractor shall provide an additional Medium Wheeled Cart or Large Wheeled Cart, at the Customer's option, at a cost as listed in Appendix A. The resident will be allowed to upgrade the container from a Medium



Wheeled Cart to a Large Wheeled Cart at no additional charge at any time during the year. All Wheeled Carts shall be of the same style, color, and configuration, to insure uniformity or appearance. Wheeled Carts leased from the Contractor shall be owned and maintained by the Contractor.

d) Municipal Sites Collection. The Contractor shall, without cost to the Village, at Municipal Collection Sites: (i) furnish Village Containers for the deposit of Recyclable Materials at each Municipal Collection Site; and (ii) collect, transport, and dispose of such Recyclable Materials, at dates and times mutually agreeable to the Village and the Contractor.

e) Transport and Disposal. All Recyclable Materials collected pursuant to this Section 4.3 shall be transported and disposed of in accordance with Section 4.6 of this Agreement.

#### **Section 4.4 Vacation Stop; Private Services**

a) A Customer may request a temporary suspension of Residential Waste and Recyclable Materials, by giving notice to the Contractor, provided the suspension must be for at least 30 days and not exceed one hundred twenty (120) days. The Contractor shall not bill the Customer for suspended services for the term of the temporary suspension.

b) In addition to the Residential Services provided by the Contractor on behalf of the Village under Sections 4.1 through 4.3 of this Agreement, the Contractor shall also make available, to all Customers, Private Service for all types of solid waste not otherwise covered by this Agreement, including, but not limited to: white goods; auto parts; large amounts of building materials (including lumber, structural steel, concrete, bricks and stones); heavy appliances; pianos; and such other bulky items that require more than one person to handle.

c) For services provided pursuant to this Section 4.4, the Contractor agrees to have available tractor loaders, trailers, and other necessary equipment. Upon the request of a Customer, the Contractor shall furnish an estimate for the cost of removal of any materials in connection with Private Services to be provided by the Contractor and shall provide the Private Services within one week of the cost estimate.

d) The Contractor shall prepare, and submit to the Village, a schedule of costs for all Private Services to be provided to Customers pursuant to this Section 4.4; provided, however, that any additional charge for the collection, transportation, and disposal of white goods containing Freon shall not be imposed in connection with any white goods collected during the annual Bulk Item clean-up program identified in Section 2.2 of this Agreement.

e) Any white goods collected in connection with the provision of Private Services shall be recycled for the scrap metal content of the good, or otherwise recycled in such a manner as technology shall allow.

f) The Contractor, upon receipt of a notice from the Village, shall provide any Customer in the Village a special emergency pick-up for garbage, refuse and miscellaneous waste materials, in circumstances requiring prompt disposition of the waste materials and where a delay in pick-up until the next regularly scheduled pick-up day would or might be injurious or detrimental to the health or welfare of the community. Any such special emergency service shall be completed at the direction of the Village. This provision does not and is not intended to provide free waste hauling service to the Village and its residents in the event of a natural disaster, such as tornado, wind storm, flooding or other similar occurrence. The Contractor shall be paid on a per ton basis for emergency pick-up, as set forth in **Exhibit A.**



#### **Section 4.5 Vacant Properties**

The Village agrees to cooperate in providing information in its possession related to property vacancies or any other similar information that will assist the Contractor in the performance of its obligations under this Agreement.

#### **Section 4.6 Disposal**

- a) Residential Waste.
  - i) Residential Waste shall be removed from the Village at the close of each day of collection, and shall be offloaded at one or more SWALCO-designated lawfully operated pollution control facilities or another IEPA permitted facility at which SWALCO receives a negotiated host fee from the Contractor at the Contractor's sole cost and expense. The SWALCO-designated facilities in operation at the time of execution of this Contract are the Countryside Landfill in Grayslake, the Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County, Illinois, the Lee County Landfill in Lee County, IL, and the Newton County Landfill in Newton County, Indiana.
  - ii) Notwithstanding the foregoing, the Village reserves the right to direct the location of disposal to another pollution control facility.
- b) Landscape Waste.
  - i) All Landscape Waste shall be disposed of in a lawful manner, either: (A) at a properly permitted landscape waste composting facilities, at which Landscape Waste is treated, composted, ground, or land-applied; or (B) via land application at legal agronomic rates.
  - ii) Not less than 60 days prior to the date on which the Contractor commences disposal of Landscape Waste at a particular location, the Contractor shall notify the Village in writing of the designation of such location. Notwithstanding the foregoing, the Village reserves the right to reject any proposed location, or to direct the location of disposal to an alternate Landscape Waste facility.
  - iii) No Landscape Waste may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*) and approved in advance and in writing by the Village.
- c) Recyclable Materials.
  - i) All Recyclable Materials shall be collected, separated and otherwise treated so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.



- ii) The Contractor shall deliver all collected Recyclable Materials to the SWALCO-designated recycling facility (the "Designated Facility"), which is currently the Waste Management/Recycle America LLC Intermediate Processing Facility located in Grayslake, Illinois. Notwithstanding the foregoing, the Contractor, upon a thirty (30) day notice, reserves the right to designate an alternate permitted recycling Facility. If the Contractor delivers Recyclable Materials to an alternate facility the Contractor shall agree to maintain the Village's portion of the current Agency approved rebate formula as outlined in Section 8.1 (b). The Contractor shall remit the recycling rebate directly to the Village on a quarterly basis.
- iii) No Recyclable Materials may be deposited in a landfill or waste incinerator. The Contractor shall abide by the Rules and Regulations set forth by the Designated Facility. The Village may terminate this Agreement if the Contractor fails to abide by the Rules and Regulations set forth by the Designated Facility used for the processing of collected Recyclable Materials.
- d) In the event that the Village directs the disposal of any Residential Waste, Landscape Waste or Recyclable Materials to any alternate facility pursuant to this Section 4.6, the Village and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement as a result of an increase or decrease in realized costs.

#### **Section 4.7 Solid Waste Collection Data**

- a) The Contractor shall provide to the Village, on a quarterly basis, a report on the quantity of: (i) Residential Waste collected within the Village, (ii) Recyclable Materials collected within the Village, and (iii) Landscape Waste collected within the Village. The Contractor shall also provide data to the Village on the amount of material collected for the Annual Bulk Item and Spring Clean-up Programs and any other special collections conducted in the Village pursuant to this Agreement, as requested by the Village.
- b) The Contractor shall prepare and deliver to the Village, at least once every 12 calendar months, a breakdown, by number and type, of the residential service levels chosen by the customers in the Village.
- c) The Contractor acknowledges and agrees that the Village will provide program data and other public information to each Customer upon request.

### **ARTICLE V COMPENSATION**

#### **Section 5.1 Residential Service**

- a) For providing the services described in this Agreement, the Contractor shall receive as compensation from each Customer the flat rates and volume rates set forth in **Exhibit A** attached to this Agreement, as adjusted pursuant to Section 5.1(b) of this Agreement. The Contractor shall not impose or assess any fuel surcharges or administrative fees or charge Customers any amounts in excess of the charges derived solely from the rates set forth in Exhibit A, other than for specially contracted Private Services.

- b) On October 1, 2016 and on each twelve month anniversary date thereafter (the "Adjustment Date), the charges as identified in Exhibit A shall increase by two (2%) percent over the prior period's charges; provided that if the percentage increase in the CPI (as measured below) shall exceed two (2%), then the charges identified in Exhibit shall increase by the percentage increase in the CPI, up to a three (3%) percent increase in the CPI, and any percentage increase in the CPI over three (3%) percent shall be disregarded. That is, the charges identified in Exhibit A shall increase by a minimum of two (2%) and a maximum of three (3%) percent on each Adjustment Date. The percentage increase in the CPI on each Adjustment Date shall be determined by comparing the CPI from December preceding the Adjustment Date ("Most Recent CPI") to the CPI reported by the U.S. Department of Labor for December in the year immediately preceding the year of the Most Recent CPI. The CPI means the Chicago-Gary-Kenosha Consumer Price Index for all Urban Consumers, All Items, Issued by the Bureau of Labor Statistics of the United States Department of Labor (1982-84=100).

## **ARTICLE VI**

### **REVENUE COLLECTION**

#### **Section 6.1 Billing of Accounts**

Residential Services provided under this Agreement are provided by the Contractor on behalf of the Village. The Contractor shall bill each Customer separately, no less frequently than once every four (4) months. Each invoice shall be payable by the Customer within thirty days after the date of the invoice, but in no event earlier than the date that is halfway through the service period for which the invoice is submitted.

#### **Section 6.2 Private Service**

The Contractor may, but is not required to, include as an item on each Customer's bill an amount payable to the Contractor for the collection, transportation, and disposal of Private Service waste. The Contractor shall retain all amounts collected from each Customer pursuant to this Section 6.2. Alternatively, the Contractor may bill each Customer separately for Private Service.

## **ARTICLE VII**

### **TITLE TO RESIDENTIAL MATERIALS**

#### **Section 7.1 Title to Residential Materials**

The Contractor shall retain title to all Residential Materials collected pursuant to this Agreement.



## **ARTICLE VIII RECYCLABLE MATERIALS**

### **Section 8.1     Recyclable Materials Collection Service**

- a) Residential Recycling Service. The Contractor shall collect and manage Recyclable Materials in accordance with Article IV of this Agreement.
- b) Disposition of Recyclable Materials. The Contractor shall retain all income (and fully bear all losses) resulting from the disposition of Recyclable Materials. Contractor acknowledges that the Solid Waste Agency of Lake County has in effect a rebate program whereby the Agency receives certain funds from the Designated Recycling Facility, and distributes a portion of these funds to its members, including the Village, and Contractor waives any claim to any portion of the funds collected by the Agency through this program.
- c) Recyclable Materials Collection Data. The Contractor shall provide to the Village a quarterly report on the weight (in tons) of all Recyclable Materials collected from Customers under this Agreement. The report shall also contain an approximate count of the number of Customers from which Recyclable Materials have been collected, in order to determine participation and diversion rates.
- d) The Village shall have the right to add materials to the list of items included in the definition of Recyclable Materials as set forth in Article I of this Agreement, pending the availability of disposal or resale markets for the added materials.
- e) The Contractor, as agent for the Village, shall ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated, unless advance authorization to do so is given by the corporate authorities of the Village.
- f) The Contractor shall sell all Recyclable Materials, other than landscape waste, that are collected under this Agreement. If changes in the market for the sale of any particular Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor shall consult with the Village regarding the market changes of the affected Recyclable Material. The Village may, in its discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon such market change.
- g) The Contractor agrees to meet periodically with representatives from the Village to: (1) review the provision of residential recycling pursuant to this Agreement; and (2) discuss the implementation of alternative approaches, programs and partnerships to improve the quality, quantity, and efficiency of residential recycling and other sustainability initiatives within the Village.



## **ARTICLE IX CUSTOMER SERVICE STANDARDS**

### **Section 9.1      Service Options; Changes in Service; Annual Brochure**

Upon execution of this Agreement, the Contractor, at its expense, shall be required to develop, print and distribute to all existing Customers and new Customers, a brochure, approved by the Village, establishing regular service throughout the Agreement period and explaining the refuse, recycling and landscape waste programs covered under this Agreement. The brochure will include a method for residents to change their refuse, recycling and landscape waste services. The brochure shall be updated and distributed on an annual basis during the term of this Agreement and any extensions will be posted on the Village website.

### **Section 9.2      Office and Telephone**

The Contractor shall maintain an office and toll free telephone, for receipt of service calls or complaints, and shall be available for such calls on all business days from 7:00 a.m. to 5:00 p.m. The Contractor shall retain the services of at least one temporary customer service representative to handle the addition of Customers to the Contractor's service base during the first ninety days of the term of this Agreement. Additional customer service representatives shall be added as necessary to meet the minimum Customer service standards set forth in Section 9.3 of this Agreement.

### **Section 9.3      Minimum Customer Service Standards**

- a) Complaints Generally. The Contractor shall cooperate with the Village in minimizing complaints from the Customers. A consistent pattern of failure to address complaints, or violations of Sections 9.3(a) through 9.3(h) of this Agreement, shall entitle the Village to exercise the remedies provided to it pursuant to Section 9.3(h) and/or Article X of this Agreement.
- b) Initial Response. The Contractor shall give prompt and courteous attention to all Customer complaints that it may receive. The Contractor shall respond personally to every Customer from whom a complaint is received within twenty-four (24) hours or the next business day after receipt of such complaint; except that if the Contractor receives a complaint about a missed scheduled collection, then the Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Agreement, then the Contractor shall cause such collection to be made within twenty-four (24) hours or the next business day after receipt of such complaint.

Where any dispute arises between a Customer and the Contractor as to the manner of placing waste or the nature of the contents or the like, the Contractor shall, and does hereby agrees in the specific instance to, remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the Contractor shall immediately report the controversy to the Village for settlement before additional collection becomes necessary in order to avoid further disputes or disagreements between Customers and the Contractor.



- c) Referral to Village. If the Contractor is unable to resolve a complaint in a manner satisfactory to both the Contractor and the Customer, then the Contractor, within forty-eight (48) hours after receipt of such complaint, shall deliver notice of such complaint to the Village Clerk, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and the Contractor's response to the complaint. The Village Administrator or his or her designee shall arbitrate each such complaint, and the Village Administrator or their designee's decision concerning each such complaint shall be final and binding on the Contractor and the Customer.
- d) Answering Calls. During normal business hours and under normal operating conditions, a customer service representative employed by the Contractor shall answer the telephone access line. Ninety percent (90%) of the calls made to the customer service center shall be answered within thirty (30) seconds. The thirty (30) second maximum includes wait time or time spent 'holding' for a customer service representative.
- e) Busy Signals. Customers placing calls to the customer service center shall receive a busy signal no more than five percent (5%) of the time.
- f) Transferring Calls. During normal business hours, if after initially addressing a Customer's concern, the customer service representative determines that the call should be transferred to another representative of the Contractor, the Customer shall be connected with a customer service representative within thirty (30) seconds thereof.
- g) Hang-ups. Incoming telephone calls from Customers shall not exceed an abandonment rate of five percent (5%).
- h) Compliance Rate. During normal business hours, the minimum standards set forth in this Section 9.3 shall be met no less than ninety percent (90%) of the time, measured on a monthly basis. Reports shall be provided to the Village on a monthly basis providing a log of inquiries received and action taken to address each complaint and call. The Contractor shall also distribute to the Village a log providing data which tracks the customer service representatives' adherence to the standards set forth in Section 9.3(a) through 9.3(g) of this Agreement, as the Village may request in its discretion, on a monthly basis. If the records indicate a clear failure of the Contractor to comply with the minimum standards set forth in Sections 9.3(a) through 9.3(g) of this Agreement, then the Village reserves the right to require the Contractor to implement modifications to its customer service center to bring it into compliance with the requirements of this Section 9.3.

#### **Section 9.4**

#### **Liaison**

The Contractor shall designate in writing the person to serve as agent for the Contractor and liaison between the Contractor and the Village.

#### **Section 9.5**

#### **Customer Service Survey**

The Contractor will, during the second and fifth calendar year of this Agreement, conduct a Customer service survey to assess the Contractor's service performance under



this Agreement. The survey will be prepared and administered in a manner to be approved in advance by the Village.

## **ARTICLE X BREACH; EVENTS OF DEFAULT AND REMEDIES**

### **Section 10.1 Breach by Contractor**

Each of the following shall constitute a Breach on the part of the Contractor:

- a) Repeated failure of the Contractor to comply with Section 9.3(h) of this Agreement;
- b) Failure of the Contractor to perform in a timely fashion any obligation under this Agreement not referenced within Section 10.1(a) of this Agreement, except that such failure shall constitute a Breach only if such failure remains uncured for seven (7) days after notice to the Contractor from the Village of such failure; provided however, that this seven (7) day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or
- c) Any of the following: (1) The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, (2) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (3) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days, (4) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or (5) the levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.

### **Section 10.2 Breach by Village**

Each of the following shall constitute a Breach on the part of the Village:

- a) The Village's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property;
- b) A bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Village under the laws of any jurisdiction;
- c) A bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Village under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;
- d) Any action or answer by the Village approving of, consenting to or acquiescing in any bankruptcy, reorganization, insolvency, arrangement or similar proceeding; or



- e) The levy of any distress, execution or attachment upon the property of the Village which shall (or which reasonably might be expected to) substantially interfere with the Village's performance hereunder.

### **Section 10.3                      Events of Default and Remedies of Village**

- a) If a Breach occurs under Section 10.1 of this Agreement, the Village may declare an Event of Default and may thereafter exercise any one or more of the following remedies:
  - (i) The Village may terminate this Agreement immediately, upon notice to the Contractor. Subject to the provisions of subparagraph (v) below, upon such termination, the Contractor shall cease providing all services under this Agreement.
  - (ii) The Village may seek and recover from the Contractor any unpaid amounts due the Village along with all of its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement, and all damages, whether based upon contract, work stoppage, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach.
  - (iii) The Village may (A) call upon the sureties to perform their obligations under the performance bond, or (B) in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new agreement for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Village for the performance of the required services.
  - (iv) The Village shall have the power to proceed with any right or remedy granted by federal or State law as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Village shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
  - (v) Upon any such termination of this Agreement, the Contractor shall, for a period to be determined by the Village in its sole and absolute discretion, but not longer than six (6) months, continue to perform the contractual services during which period the businesses shall pay the Contractor its scheduled compensation.
- b) No remedy by the terms of this Agreement conferred upon or reserved to the Village is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Village. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.



- c) If the Contractor misses a collection under the Residential Service, the collection must be corrected within 24 hours of the reported missed collection, or a charge of \$10 per missed collection will be charged to the Contractor; provided, however, that the Contractor shall not be charged under this Section 10.3(c) for collections missed due to a labor dispute involving the Contractor's labor force if the missed collection is rectified within seven (7) days after the missed collection. All charges levied against the Contractor under this Section 10.3(c) shall be remitted to the Village within 30 days after receipt of an invoice therefor.
- d) This Section 9.3 shall survive the termination of this Agreement.

#### **Section 10.4 Events of Default and Remedies of Contractor**

- a) If a Breach occurs under Section 9.2 of Agreement, the Contractor may declare an Event of Default and terminate this Agreement immediately, upon notice to the Village. In such event, the Contractor's sole remedy shall be to seek and recover from the Village any unpaid amounts due the Contractor and any damages, whether incidental, consequential, indirect, or punitive, resulting from the Breach. The Contractor shall not be entitled to specific performance or any other equitable remedies.
- b) This Section 9.4 shall survive termination of this Agreement.

### **ARTICLE XI INSURANCE AND INDEMNIFICATION**

#### **Section 11.1 Insurance**

- a) The Contractor shall maintain for the duration of this Agreement, and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Illinois and that meet the requirements set forth in Exhibit B. The Contractor shall provide the Village with a certificate of insurance indicating that such insurance coverage meets the requirements contained in Exhibit B.
- b) Insurance premiums shall be paid by the Contractor and shall be without cost to the Village.

#### **Section 11.2 Indemnification**

The Contractor shall indemnify and save harmless the Village against any and all damages to property or injury or death of any person or persons, including property and employees, agents, or invitee of the Village and shall defend, indemnify and save harmless the Village from any and all claims, demands, suits, actions, or proceedings of any kind or nature, or by anyone whatsoever, including but not limited to costs, expenses and reasonable attorney fees, in any way resulting from or arising out of the Contractor's performance under the terms of this Contract and/or the operations in connection herewith, including operations of sub-contractors and actions or omissions of employees or agents of Contractor or his/her sub-contractors. The Contractor's insurance shall include contractual coverage of the foregoing "hold harmless" agreement.

It is agreed that in no event shall the Village be liable or responsible to the Contractor, on account of stoppages, or delay in work herein provided for, by injunction or other legal or



equitable proceedings brought against the Contractor, or from, or by account of, any delay from any cause whatsoever over which the Village has no control.

## **ARTICLE XII MISCELLANEOUS**

### **Section 12.1                      Non-Assignability**

The Contractor shall not assign this Agreement or any part thereof or subcontract this Agreement or the work hereunder, or any part thereof, in either case to any other person, firm, or corporation without the prior consent of the corporate authorities of the Village, who shall withhold or grant such approval at a regular meeting of the Board of Trustees. Nothing in this Agreement shall prevent the Contractor from performing its obligations hereunder through its subsidiaries or divisions but the performance by any such subsidiary or division shall not relieve the Contractor from its obligations or change the terms of Agreement.

### **Section 12.2                      Equal Employment Opportunity**

- a) In the event of the Contractor's noncompliance with the provisions of this Section 12.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Agreement 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.
- b) During the performance of this Agreement, the Contractor agrees as follows:
  - (i) 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, 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 under-utilization.
  - (ii) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights 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 under-utilized.
  - (iii) That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor 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 service.



- (iv) That the Contractor will send to each labor organization or representative thereof with which it 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 Illinois Department of Human Rights 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 notify the Illinois Department of Human Rights and the Village, and will recruit employees from other sources when necessary to fulfill the Contractor's obligations thereunder.
  - (v) That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Village, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
  - (vi) That the Contractor shall permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
  - (vii) That the Contractor shall include, verbatim or by reference, the provisions of this Section 12.2 in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. The Contractor will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.
- c) During the term of this Agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. Findings of non-compliance with applicable State or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Agreement.

### **Section 12.3**

#### **Performance Bond**

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, in a form acceptable to the Village, to be executed by a responsible surety company and to be in the penal sum of Five Hundred Thousand Dollars (\$500,000). Such performance bond shall be furnished annually by the Contractor for the following year of this Agreement, and shall indemnify the Village against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the Commencement Date, and each successive bond shall be posted



not later than January 1 of each successive calendar year. In lieu of furnishing a performance bond, the Proposer may demonstrate its ability to furnish an unconditional letter of credit to be delivered at Closing in favor of the Village, in the amount of Five Hundred Thousand Dollars (\$500,000) drawn on a national or state chartered bank acceptable to the Village and in such form and with such provisions as are acceptable to the Village, in the Village's sole discretion.

#### **Section 12.4                      Equipment to be Used by Contractor**

- a) The Contractor agrees to collect all materials described in Article V of this Agreement in fully enclosed, leak-proof, modern trucks and equipment. The contractor agrees to use to the extent possible, uniformly painted equipment, with no rust showing on the cab, chassis or body and shall maintain its vehicles and equipment in good condition at its own expense and shall keep said vehicles free from leakage and objectionable odors. The vehicles/equipment shall be kept in clean, sanitary and in quiet operating condition and shall be washed on a regular basis. Any equipment that is used by the Contractor and determined to be unsafe, or in an overall poor condition by the Village shall be replaced at the request of the Village. Equipment used for Private Service described in Section 4.4 of this Agreement may be open-body trucks, dump trucks and similar type equipment when necessary. When open-body trucks are used, the Contractor shall take such action as is necessary to prevent littering and blowing debris.
- b) Containers used in connection with the provision of Residential Services by the Contractor pursuant to this Agreement shall be operable, safe and free of graffiti. Contractor shall replace any container in disrepair of this sort within three (3) days of notification by the Village or the customer. Containers with plastic lids that are ill-fitted or warping shall be replaced within three (3) days of notification by the Village, in order to maintain a tight fitting seal to prevent access by pests. All containers will be adequately demarcated with the Contractor's logo. Each container will have an inventory control number demarcated on each container that is cross-referenced to the service matrix.
- c) All equipment used by Contractor for the provision of Residential Services and Private Services pursuant to this Agreement shall be properly licensed by the State and shall conform to all federal and State equipment safety standards.

#### **Section 12.5                      Compliance with Laws**

- a) The Contractor shall comply at all times with all applicable federal, State and municipal laws, ordinances and regulations at any time applicable to the Contractor's operations under this Agreement, with no increase to the Contractor's compensation as set forth in this Agreement. Specifically, but without limitation of the foregoing, the Contractor shall comply with any amended Village ordinances or regulations imposed in the discretion of the Village to protect the public health, safety, and welfare.
- b) The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

#### **Section 12.6                      Care and Performance**



The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and competent manner, without supervision by the Village, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.

The Contractor shall be liable to the Village for damage to Village rights-of-way caused in connection with the provision of the Residential Services or Private Services, ordinary wear and tear excepted.

#### **Section 12.7                      No Alcohol or Drugs**

The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and employees while on duty or in the course of performing their duties under this Agreement.

#### **Section 12.8                      Governing Law**

This Agreement and the rights of the Village and the Contractor under this Agreement shall be interpreted according to the internal laws, but not the conflict of laws, rules, of the State of Illinois.

#### **Section 12.9                      Change in Law**

The parties agree to negotiate a price adjustment for Contractor's performance of future services under this Agreement in the event that there is a change of any nature (by Modification, addition or deletion of any provisions) in any Federal, State or local environmental or waste disposal law, ordinance or regulation, and such event causes, or will cause, an increase in the Contractor's future costs of performing its obligations under this Agreement. Upon the occurrence of such an event, the Contractor shall notify the Village in writing of its request to negotiate a price adjustment, and shall submit documentation of the cost increases it anticipates as a result of such event. The parties shall have sixty (60) days from the date that the Contractor has delivered said notice to the Village in which to agree mutually on a price adjustment for the Contractor's performance of future services under this Agreement

#### **Section 12.10                      Force Majeure**

Except as otherwise provided herein, the obligations of the Contractor hereunder shall be suspended in the event the collection, transportation or disposal of any waste under this Agreement is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes shall include, but not be limited to acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble and strike. In the event the Contractor asserts a right to suspend performance under this Section, the Contractor shall (i) within twenty-four (24) hours after it has knowledge of the effective cause, notify the Village of the cause for suspension, the performance suspended and the anticipated duration of suspension and (ii) advise the Village when the suspending event has ended and when performance will be resumed. Once the suspending event ends, the Contractor shall promptly resume performance.



**Section 12.11 Severability**

The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in any other situation.

**Section 12.12 Entire Agreement**

This Agreement sets forth the entire agreement of the Village and the Contractor with respect to the provision of the Residential Services and compensation therefor, and there are no other understandings or agreements, oral or written, between the Village and the Contractor with respect to the Residential Services and the compensation therefor, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

**Section 12.13 Notices**

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Antioch  
874 Main Street  
Antioch, Illinois 60002  
Attention: Village Administrator

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 12.14****Publicity**


The Village's name or insignia, photographs of the Village, or any other publicity pertaining to the provision of the Residential Services shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of the Village.

[SIGNATURES ON FOLLOWING PAGE]

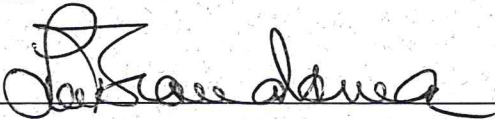


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

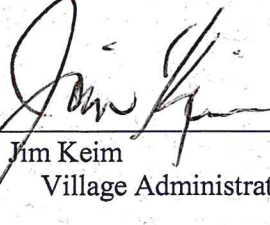
**[CONTRACTOR]**

By:   
Its: TREASURER

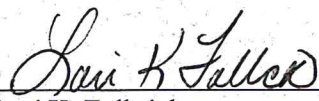
ATTEST:

By:   
Its: SEC

**VILLAGE OF ANTIOCH**

By:   
Jim Keim  
Village Administrator

ATTEST:

By:   
Lori K. Folbrick  
Village Clerk

**EXHIBIT A**

**PRICING SHEET**

**A. RESIDENTIAL WASTE AND RECYCLING PROGRAM**

- 1) LIMITED SERVICE (65 Gallon Cart)  
Street-side collection \$ 16.40  
Per household per month
- 2) UNLIMITED SERVICE (95 Gallon or greater Cart)  
Street-side collection \$ 18.53  
Per household per month
- 3) Cost of Private Services.  
  
\$ 10.00  
Per cubic yard

4) **Senior citizen discount. Standard rates, less 20% for residences owned by persons aged above 65 years.**

**B. LANDSCAPE WASTE COLLECTION PROGRAM (included in above rates)**

**C. MONTHLY RATE TO LEASE ADDITIONAL CARTS**

Medium (64 Gallon) Wheeled Cart \$ 2.00

Large (96 Gallon) Wheeled Cart \$ 2.00

**D. EMERGENCY SERVICES**

- 1) Rate for Equipment and Personnel if requested by the Village

\$ 45.00  
Per hour per worker

\$ 100.00  
Per hour per vehicle

\$ 58.00  
Per cubic yard

**E. Electronic Waste.** See section 4.1 g of the Contract. \$30.00 per specially called pickup, Each pickup limited to no more than 6 electronic items, including one television weighing no more than 50 pounds.



## **EXHIBIT B**

### **ANTIOCH INSURANCE AND INDEMNITY REQUIREMENTS**

**DUTY TO PROVIDE INSURANCE:** Every contract or subcontract entered into by the Village for demolition, grading, excavation, building, construction, re-roofing, opening up or covering streets or culverts, street repairs, repaving or reconstruction, utility installations, landscaping, tree removal, fence installation and any similar work or activity of any kind shall be deemed to incorporate the insurance coverages and endorsements set forth as if such provisions were set out verbatim in such contracts or subcontracts. Each party performing work for the Village under such contract or subcontract shall be referred to as a "contractor". Each contractor shall have the duty to comply with the provisions of this chapter.

**MINIMUM RATINGS OF INSURANCE COMPANIES:** All insurance to be furnished pursuant to this chapter shall be obtained from responsible insurers licensed in the State of Illinois, rated at least A and Financial Size Category X or higher by A.M. Best Company, and otherwise acceptable to the Village. Any deductible and/or self-insured retention shall be the responsibility of the contractor, but the maximum self-insured retention shall be \$25,000.

**REQUIRED INSURANCE COVERAGES:** The insurance coverages and endorsements described in this section, subject to the requirements noted in this chapter, shall generally follow the coverages developed for the insurance industry by such companies as the Insurance Services Organization, Inc. (ISO) and National Council on Compensation Insurance (NCCI). The Village retains the right at all times to approve, approve with modifications or reject any policy or endorsement modifications, manuscript endorsements, or non-equivalent or subsequent versions of such policy forms and endorsements as from time to time may be issued by any insurance company, if the Village determines that any such modifications, endorsements or non-equivalent forms would not provide the coverage that is intended to be provided pursuant to this chapter. Each contractor shall maintain the following minimum insurance coverages prior to entering or commencing work on site, and throughout all periods that work is being performed and for any continuation period as may herein be required:

#### **A. Commercial General Liability Insurance**

Commercial general liability insurance, equivalent in coverage to the ISO Form CG 00 01 (2001 edition, or its equivalent or successor document acceptable to the Village) with the following limits:

<u>Coverage</u>	<u>Limits of Liability</u>
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed so that the general aggregate limit applies separately to each project and each location. The products and completed operations aggregate shall be maintained for one year after the final payment. An endorsement (ISO Form Endorsement CG 20 37, 2001 edition, or an equivalent or successor document acceptable to the Village) shall be attached to the policy to evidence that completed operations coverage is provided. The property damage coverage shall

include explosion, collapse, and underground hazard coverage (commonly referred to as “X”, “C” and “U” coverages). Personal injury coverage shall be endorsed to include coverage for “Fellow Employees”. The policy shall be issued in the contractor’s name as appears in the permit. Such insurance shall be primary and non-contributory, notwithstanding the fact that the Village maintains liability insurance, and shall be endorsed if necessary to evidence that such coverage is primary, non-contributing. Such insurance shall contain the standard cross-liability coverage as provided under the standard ISO “separation of insureds” condition.

**B. Workers Compensation & Employer’s Liability**

<b>Workers Compensation Coverage</b>	<b>IL statutory requirements</b>
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<b>Employer’s Liability Insurance Coverage</b>	<b>Limits of Liability</b>
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Bodily Injury by Accident (Each Accident)	\$1,000,000
Bodily Injury by Disease (Each Employee)	\$1,000,000
Bodily Injury by Disease (Policy Limit)	\$1,000,000

All employees who are to provide labor or service under the contract must be insured; no exclusions shall be allowed for any officer or employee.

**C. Business Auto Insurance:**

<u>Coverage</u>	<u>Limit of Liability</u>
All Owned, Hired, and Non Owned Autos	\$1,000,000

**D. Pollution Liability Insurance**

<u>Coverage</u>	<u>Limit of Liability</u>
Each Occurrence/General Aggregate	\$5,000,000

Pollution liability insurance limits may be modified by the Village, if deemed necessary.

**E. Umbrella Liability Insurance**

<u>Coverage</u>	<u>Limit of Liability</u>
Excess over all primary policies	\$5,000,000

Umbrella liability insurance may be waived by the Village for projects of limited scope.

**REQUIRED ENDORSEMENTS:**

- A. **Notice of Cancellation Endorsement:** All of the policies of insurance required of contractors by this chapter shall be endorsed with a notice of cancellation endorsement containing the following language or similar provisions acceptable to the Village:



"This policy shall not be canceled, terminated, modified or changed by the Company unless thirty (30) days' prior written notice is sent by registered mail or certified mail, return receipt requested, addressed to: Village of Antioch, 874 Main Street, Antioch, Illinois, 60002, Attn: Village Clerk."

- B. **Additional Insured Endorsements:** The Commercial General Liability and Business Auto policies shall be endorsed to list the following parties as additional insureds:

**"The Village of Antioch and its elected and appointed officials and officers, employees, agents, volunteers and representatives, including any of the foregoing who shall resign, and its engineers, foresters, attorneys and other consultants."**

In the case of the General Commercial Liability Policy, the additional insured endorsement shall be the ISO Form CG 20 26 Additional Insured-Designated Person or Organization, latest edition, or an equivalent or successor document acceptable to the Village. The additional insured endorsement shall not limit the Village's protection by excluding from coverage any liabilities arising out of any negligent acts committed by any of the additional insured parties.

- C. **Waiver of Subrogation Endorsements:** Each insurance policy required in this chapter shall be endorsed to provide that the insurance company waives all rights of subrogation against the Village and its elected and appointed officials and officers, employees, agents, volunteers and representatives, including any of the foregoing who shall resign, and its engineers, foresters, attorneys and other consultants. In the case of a Commercial General Liability Policy, the waiver of subrogation endorsement shall be the ISO Form CG 2404 1093 "Waiver of Transfer of Rights of Recovery Against Others To Us", latest edition, or an equivalent or successor document acceptable to the Village. In the case of the Workers Compensation Policy, the waiver of subrogation endorsement shall be NCCI Form WC 00 03 13, latest edition, or an equivalent or successor document acceptable to the Village.

#### **CERTIFICATES OF INSURANCE:**

- A. **Form of Certificates:** Original, executed certificates of insurance, naming the Village as certificate holder shall be filed with the Village prior to the issuance of a work permit and prior to entering or commencing work on any site. If requested by the Village, all certificates of insurance must have attached thereto or be accompanied by the actual, signed endorsements to the underlying policies or copies of the policies so as to demonstrate, in a manner acceptable to the Village, that the required endorsements have been bound by the insurance company. All additional insureds must be listed on the certificate of insurance. An example may include, but not be limited to, being signed by an officer of the insurance company issuing the policy or by an authorized designated agent of that insurance company.
- B. **Continuation Certificates:** Insurance coverages that are to remain in force and effect upon completion of the construction or work will require an additional certificate of insurance evidencing continuation of such coverage. Such additional certificates shall be submitted upon completion and acceptance of the construction improvements and upon one year thereafter.



- C. **Village Not Bound By Certificates:** Any acceptance of insurance certificates by the Village shall in no way limit or relieve the contractor of its duties and responsibilities assumed or imposed under applicable Village ordinances. Acceptance of insurance certificates not in compliance with the provisions of these requirements by the Village shall not constitute a waiver of these requirements.

**INDEMNITY AGREEMENT:**

- A. **Indemnity Given to the Village:** The Contractor shall indemnify and save harmless the Village against any and all damages to property or injury or death of any person or persons, including property and employees, agents, or invitee of the Village and shall defend, indemnify and save harmless the Village from any and all claims, demands, suits, actions, or proceedings of any kind or nature, or by anyone whatsoever, including but not limited to costs, expenses and reasonable attorney fees, in any way resulting from or arising out of the Contractor's performance under the terms of this Contract and/or the operations in connection herewith, including operations of sub-contractors and actions or omissions of employees or agents of Contractor or his/her subcontractors. The Contractor's insurance shall include contractual coverage of the foregoing "hold harmless" agreement.

It is agreed that in no event shall the Village be liable or responsible to the Contractor, on account of stoppages, or delay in work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from, or by account of, any delay from any cause whatsoever over which the Village has no control. Notwithstanding any other provision in this contract to the contrary, the duration of the indemnification hereunder shall be indefinite and survive the expiration of this Contract.

- B. **Defense Of Claim:** If any Claim is asserted against an Indemnified Party, the Indemnified Party (or the Village on his or her behalf) shall promptly tender defense of the Claim to the contractor. If, within twenty (20) days after the date on which Claim is tendered to the contractor, the contractor shall give notice to the Village and the Indemnified Party acknowledging without qualification the contractor's indemnification obligations pursuant to these insurance requirements, then the contractor shall have the duty, at its sole expense, in good faith and upon the advice of counsel, to contest, defend, litigate and settle the Claim either before or after the commencement of litigation, at such time and upon such terms as it deems fair and reasonable, provided, that at least ten (10) days prior to any settlement, it gives written notice to the Village and the Indemnified Party of its intention to settle. The contractor shall pay all costs it incurs in connection with the defense of the Claim and shall not be entitled to require that any action be brought against any other party before the Indemnified Party tenders defense of the Claim. Notwithstanding the foregoing provisions, the Indemnified Party (or Village on behalf of the Indemnified Party) shall have the right to participate in the defense of such Claim, and, in such event, the parties shall cooperate in the defense of such Claim.
- C. **Forfeiture Of Right To Defend Claim:** If the contractor fails either to acknowledge its indemnification obligations hereunder or diligently to contest the Claim, once such Claim has been tendered by the Village or Indemnified Party, then the contractor shall forfeit its right to contest, defend, litigate and settle the Claim. In such event, the Indemnified Party shall have the



right, without prejudice to any right of indemnification hereunder, in its discretion exercised in good faith and upon the advice of counsel, to defend against and settle any such Claim, either before or after the commencement of litigation and upon such terms as the Indemnified Party deems fair and reasonable, provided that at least ten (10) days prior to any such settlement it gives written notice to the contractor of its intention to settle. The Village and Indemnified Party shall be reimbursed by the contractor for the attorneys' fees, expert fees, the reasonable value of any services rendered by any employee of the Village and other expenses of defending the Claim which are incurred by them from time to time, forthwith following presentation to the contractor of itemized bills for said attorneys' fees and other expenses. No failure of the contractor to acknowledge its indemnification obligations hereunder shall relieve the contractor of such obligations to the extent they exist.

**EXHIBIT C**

**MUNICIPAL COLLECTION SITES/SPECIAL EVENTS**



Commercial Pickup

Location	Service Type	Service Address	MSW or Recy	# of Containers	Size	Frequency
Pool	Seasonal	739 Main St	MSW	2	2	1
Fire Station #1	Year round	835 Orchard St	MSW	1	6	1
Senior Center	Year round	817 Holdek Dr	MSW	1	2	1
Village Hall	Year round	882 Main St	MSW	1	6	2
Little League	Seasonal	741 Williams	MSW	1	6	2
Centennial Park	Seasonal	601 Anita St	MSW	1	4	1
Fire Station #1	Year round	700 Deep Lake Rd	MSW	1	2	1
Police Dept	Year round	433 Orchard St	MSW	1	4	1
Scout House	Year round	770 Cunningham Dr	MSW	1	2	1
Village Hall	Year round	882 Main St	Recy	1	6	2
Fire Station #2	Year round	24675 Grass Lake	MSW	1	2	1
Band Shell	Seasonal	902 Skidmore Dr	MSW	6	0.5	1
Pedersen Park	Seasonal	680 W Hwy 173	MSW	1	4	1
Tim Osmond Sports	Seasonal	96 E Depot St	MSW	1	8	3
Public Works	Year round	1 Depot St N	MSW	1	8	2
Public Works	Year round	1 Depot St N	Recy	1	6	1
Water & Sewer	Year round	1 Depot St N	MSW	1	2	1
Sprenger Park	Seasonal	1197 Deercreek Dr	MSW	1	2	1
Jensen Park	Seasonal	611 Alima Terrace	MSW	1	2	1
North Park	Seasonal	339 Donin	MSW	1	2	1
Hiram Buttrick Sawmill	Seasonal	770 Cunningham Dr	MSW	1	2	1

Appendix "F" Special Events

Events	Service Level
Firemans Dance	35 POL's, 2 Handicap, 2 Handwash Stations & 30 yd Rolloff
Farmers Market	1 POL's, 1 Handicap & 1 Handwash Station June-October
July 4th	17 POL's, 1 Handicap & 20 yd rolloff
Camping Under the Stars	3 POL's & 4 yd trash service
Arts & Crafts Faire	2 POL's, 2 Handicap, 8yd Dumpster
Taste of Summer	6 POL's, 2 Handicap, 8 yard dumpster, 96 gallon roll arounds
Arts & Crafts Faire	2 POL's, 2 Handicap, 8 yard dumpster
Lions Club Chicken BBQ	4 POL's, 2 Handicap, 2-10 yard Dumpster, 1 handwashing station
885 Civic Club	2-10 yard dumpsters
Seasonal	Service Level
Ice Rink	2 POL Jan-Mar
Williams Park	1 POL 1 X week service
Centenial Park	1 Handicap
Tim Osmond Sports	6 POL, 1 Handicap 2 X wk service
Pedersen	1 POL 1 handicap 1 X week service
Jensen Park	1 Handicap 1 X week service
Sprenger Park	1 Handicap 1 X week service



**EXHIBIT D**

**MAP OF VILLAGE STREETS**

