

**REQUESTS FOR PROPOSALS FOR
RECYCLING AND WASTE SERVICES CONTRACT**

We request that all RFP'S be returned to the Village of Prairie Grove, 3125 Barreville Road, Prairie Grove, IL 60012 no later than October 30, 2024 in order to be considered. Please contact Village Clerk, Sheryll Kominoski at 815-455-1411 with any questions you may have.

THIS CONTRACT, made and entered into this 1st day of January, 2025, by and between the Village of Prairie Grove, a Municipal Corporation of McHenry County, Illinois, (hereinafter called the "Village"), and *Waste Hauler* hereinafter called Contractor').

WITNESSETH:

WHEREAS, the Contractor submitted a Proposal to provide Residential Solid Waste Collection and Disposal within the Village and to perform such work as may be incidental thereto.

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

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Village and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential solid Waste Collection and Disposal services as specified and to perform all of the work called for and described in the Contract Documents.

2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract.
 - A. Contractor's Proposal;

 - B. General Specifications;

 - C. Statement of Work;

The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals as of this 10th day of December, 2024.

VILLAGE OF PRAIRIE GROVE, a
municipal corporation of McHenry
County, Illinois.

BY:

David F. Underwood, President

ATTEST:

Sheryll Kominoski, Village Clerk

Waste Hauler's Name

BY:

A. CONTRACTOR'S PROPOSAL

1. REOUEST FOR PROPOSALS

The Village of Prairie Grove (hereinafter "Village"), McHenry County, Illinois, is seeking Proposals for the provisions of professional services for Refuse, Recyclables, Yard waste, and Bulky Waste Collection. The Village desires to provide its residents with comprehensive, high-quality Refuse, Recyclables, Yard waste and Bulky Waste collection services. The Village intends to enter into a contract with a qualified and environmentally responsible firm for such services, and accordingly is furnishing herein a Statement of Work by which such proposal shall be judged.

The Overview, General Specifications, Village Map and Statement of Work included in this package describe the services which the Village feels are necessary to meet the performance requirements for the Village, and shall be considered the minimum standards expected of the Contractor. Contractors may indicate alternatives to the Statement of Work if the proposed changes are equal or greater than what is required by the Statement of Work.

2. SCOPE OF WORK

The Contractor shall be responsible for everything required to be performed, and shall provide and furnish all of the labor, materials, necessary tools, expendable 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, and to perform and complete the collection of recyclables, all in strict accordance with this contract.

The collection of refuse, recyclables, yard waste and bulky waste shall be a joint program of one firm and cannot be quoted or operated as separate programs.

3. EXCLUSIVE CONTRACT

It is the express intent of the Village to grant the Contractor and exclusive privilege and franchise to enter into contracts with residents of the Village for the collection and disposal of residential solid waste, recyclable materials, and bulky waste at appropriate facilities. The contract shall not include commercial, industrial or institutional properties as specified herein.

The contract shall include single and multi-family dwellings within the corporate limits of the Village of Prairie Grove, including townhouses. The Contractor may contract separately with commercial, industrial and institutional locations.

4. TERM

The period of the contract shall be five (5) years commencing on the 1st day of January, 2025, and ending on the 31st day of December, 2029. The parties hereto may negotiate an extension of this Agreement at anytime, provided, however, there is no obligation to do so.

5. EXAMINATION OF SERVICE AREA

Contractors shall completely inform themselves of all the conditions under which service is to be performed. The service area, and all other relevant matters, pertaining to the service required to be provided pursuant to the enclosed statement of work, include, but are not limited to, types of housing, population density, roads, traffic patterns, collection procedures required, labor required, and all other factors which would affect executions and completion of the work required by this proposal.

The Village street map enclosed with these RFP Documents outlines the corporate boundaries of the Village. The Village map shall govern as the service area of this contract. Any changes to the boundaries or service area as a result of events including, but not limited to, Annexations; Zoning Actions; Site Plan Approvals; or Construction, will be communicated to the Contractor by the Village.

The Village will assume the submission of a proposal shall constitute an uncontrovertible presumption that the Contractor has familiarized itself with the conditions and requirements under which work is to be performed.

6. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and municipal Laws, Ordinances, Rules and Regulations governing the collection, disposal and processing of refuse, recyclables, yard waste and bulky waste during the term of this contract.

7. COMPLIANCE WITH LAWS

The Contractor certifies that it is not barred from bidding on this bid as a result of a conviction for the violation of State of Illinois laws prohibiting big rigging or bid-rotation per IL. Rev. Stat. Ch. 58 para 33E-II. The Contractor further certifies that is not delinquent in the payment of any indebtedness, tax, fee or fined owed to the Village or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions.

8. CHANGES IN LEGISLATION AFFECTING SERVICE

Throughout the term of the Contract, Federal, state, county or local legislation may change which may impact the terms of this Contract. The Contractor and the Village agree to negotiate those items which constitute an impact in the Contract, and agree to arbitration (Paragraph 15, Statement of Word, attached hereto) if the parties cannot reach agreement.

9. TAXES, LICENSCESES, PERMITS AND CERTIFICATES

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 work included in this contract. By law, the Village is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax and Service Use Tax. The Village's tax-exempt number shall be furnished upon request by the Contractor.

Immediately upon the awarding of this contract, the Contractor shall secure and pay for, at its own expense, all necessary Permits, Licenses and Certificates of Authority required to complete the work, and shall comply with all requirements of such Permits, Licenses and Certificates of Authority to operate in the Village, including inspections. The Contractor will keep and maintain all such Licenses, Permits and Certificates of Authority in full force and effect throughout the term of this contract.

10. COMPETENCY OF CONTRACTOR

The opening and reading of proposals shall not be construed as acceptance by the Village of the Contractors being qualified, responsible candidates. The Village reserves the right to determine the competence and financial and operational capacity of any Contractor. The Contractor shall complete the contractor's qualification statement and any additional evidence as may be required by the Village to evaluate its ability and resources to accomplish the services required by the Statement of Work herein. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm or corporation.

11. PERFORMANCE BOND

The Contractor shall furnish a Performance Bond in the penal sum of \$25,000 executed by a responsible Surety Company licensed to do business in the State of Illinois. Said Performance Bond shall guarantee performance of this agreement by the Contractor and shall indemnify the Village against any loss resulting from any failure of the performance by the Contractor.

The successful Contractor shall furnish the Performance Bond within ten (10) days of the awarding of this contract. This contract shall not be signed until the bond is received and reviewed for acceptability by the Village Corporation Counsel. At the discretion of the Village, failure to furnish the required bond within the time specified may be cause for rejection of the proposal and the award of the contract to another contractor.

B. GENERAL SPECIFICATIONS

1. INSURANCE REQUIREMENT FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage ("occurrence" form CO 0001, Ed. 11/85) shall include explosion, collapse and underground coverage's; and
2. Insurance Services Office form number CA 0001 Ed. 1/87 as amended covering Automobile Liability, code 1 "any auto", and
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Comprehensive General Liability \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$2,000,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductions or self-insured retentions as respect the Village, its officials and employees, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Coverage's

a. The Village, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials, employees and volunteers to the extent of this contract. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its official, employees or volunteers.

d. Coverage shall state the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers' Liability Coverage's

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees and volunteers for losses arising from work performed by contractor for the Village to the extent of Contractor's indemnification.

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village. Should coverage be cancelled or otherwise be made ineffective, the Village shall have the right to immediately void this contract.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A: XIII.

F. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the Village and are to be received and approved by the Village before work commences.

The Contractor shall defend, save and hold the Village harmless and shall indemnify the Village against and all claims, suits, or causes of actions including reasonable attorneys fees and expenses of litigation or arbitration of any kind or nature whatsoever hereinafter

incurred arising out of Contractor's, its employees or its agents negligent act or omission under this contract or the ownership, maintenance, use, operation or control of any vehicles owned, operated, maintained or controlled by the Contractor.

2. ASSIGNMENT

No assignment of the contract or any right occurring under the contract shall be made in whole or in part by the contractor without the express written consent of the Village, which consent shall not be unreasonably withheld; in the event of any assignment, the assigned shall assume the liability of the Contractor.

3. STANDARD OF PERFORMANCE

The Contractor shall undertake to perform all services in a neat, orderly and efficient manner and to use care and diligence in the faithful performance of the terms and conditions herein set forth in this Statement of Work. The Contractor shall adhere to the following standards of performance.

A. The Contractor shall use exclusively modern, enclosed, leak proof, packer-type disposal truck bodies for all residential refuse and disposal service. Equipment used for the transportation of residential waste shall be watertight and equipped with covers. Each vehicle shall have, clearly visible on each side, the identity and telephone number of the Contractor.

B. The Contractor's crews shall endeavor to work with as little noise, disturbance, and disruption to residents as possible.

C. All refuse, yard waste and bulky waste which has been collected within the Village under the Contract for disposal shall be hauled to an IEPA approved solid waste disposal facility or compost site. The name and location of the primary disposal facility shall be named on the proposal/price summary.

D. The Contractor shall maintain an office and telephone, toll free, for the receipt of service calls or complaints and shall be available to receive such calls on all business days from 8:00 A.M. until 4:30 P.M. All complaints shall be given prompt and courteous attention. Complaints shall be investigated and, if verified, then a special collection will be made at no additional charge within one working day of the receipt of the initial complaint. All complaints shall be resolved to the satisfaction of the Village within one working day.

In the interest of maintaining the best possible service under the provisions of the Contract, the Contractor shall hold monthly meetings with its employees for the first 12 months of the Contract, in order to discuss and correct service deficiencies reported by residents or the Village. Said meeting will be held on an as-needed basis during the remaining period of the Contract.

E. The Contractor shall furnish capable, neat and courteous employees for use in crews working in the Village. The Contractor shall prohibit the drinking of alcoholic beverages or ingestion of controlled substances by its drivers and crewmembers while on duty or in the course of performing their duties.

F. The Contractor shall prepare, maintain and file with the Village Board for their approval, an up-to-date proposed collection route and schedule of collections. The Contractor shall follow such route and schedule unless it receives prior approval to deviate there from the Village Board.

G. The Contractor will, upon discovery of hazardous waste, notify the Director of Public Works and the Police Department, and log the location, the hazardous items and time of violation. The Contractor will provide for immediate clean up of any spills or leaks onto streets.

H. All recyclables hauled by the Contractor shall be loaded, contained and hauled so that leaking, spilling and blowing are prevented.

I. Neither the Contractor nor his employees shall request or accept any gratuities from any persons, firms or corporations for services required to be performed under this Contract; provided that where residences desire a special service over and above that provided by the ordinance and this Contract, they may make, such arrangements as they so desire and make any payment therefore to the Contractor's office.

4. RIGHT TO REQUIRE PERFORMANCE

The failure of the Village at any time to require performance by the Contractor of any specification in this contract shall in no way affect the right of the Village hereafter to enforce same. Nor shall waiver by the Village of any breach of specifications in this contract be taken or held to be a waiver of any succeeding breach of such specifications in this contract, nor be taken or held to be a waiver of any specification itself.

5. TERMINATION PRIOR TO EXPIRATION DATE

The Village may terminate upon the occurrence of any one or more of the following events:

(1) If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

(2) If a petition is filed against Contractor under any chapter of Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

(3) If Contractor makes a general assignment for the benefit of creditors;

- (4) If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
- (5) If Contractor admits in writing an inability to pay its debts generally as they become due;
- (6) If Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
- (7) If Contractor disregards Laws or Regulations of any public body having jurisdiction;
- (8) If Contractor disregards the authority of the Village; or
- (9) If Contractor otherwise violated in any substantial way any provisions of the Contract and fails to cure said violation within fourteen (14) days after receipt of written notice from Village.

6. INDEPENDENT CONTRACTOR

The Contractor shall be deemed to be an independent Contractor, solely responsible for the control and payment of its employees and compliance with all applicable federal, state and local laws.

7. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract or in connection with carrying out this Contract. The Contractor also warrants that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of or the carrying out of, its Contract.

For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to assess Contractor the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

8. NON-EXCLUSIVE RIGHTS

The Contractor is free to engage in work as a private scavenger or hauler and to charge the public for services other than as provided in this Contract. Such private scavenger or hauling shall not be construed as falling within the terms of this Contract, and if the Contractor engages in such activities, he/she specifically relieves the Village of all liability associated with such activities.

9. EOUAL EMPLOYMENT OPPORTUNITY CLAUSE

Required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

“Equal Employment Opportunity”

During the performance of this contract, the Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; 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.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof it will determine the availability (in accordance with the Commission’s Rules and Regulations for Public Contracts) 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.
- C. 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, national origin or ancestry.
- D. 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 Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts. 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 Illinois Fair Employment Practices Commission and the Contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- E. That it will submit reports as required by the Illinois Fair Employment Practices Commission’s Rules and Regulations for Public contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respect comply with the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractors; and that it will also include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every 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 all subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or Municipal Corporation.

The Village of Prairie Grove does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

10. SEVERABILITY

If any provision of the contract shall be declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in full force and effect, it being the intent of the parties that all provisions therefore be deemed severable.

11. WHITE GOODS. LARGE ITEMS

The Contractor shall provide a quotation for the collection of white goods on a per item basis for the initial term of the contract for the purposes of this contract, "white goods" shall be defined as found in Section 22.28 of the Illinois Environmental Protection Act and shall include refrigerators, ranges, stoves, water heaters, freezers, air conditioners, humidifiers, clothes dryers, dehumidifiers, ovens, dishwashers, water coolers, furnaces and boilers.

Weekly service shall include one item of bulky waste such as discarded furniture per week, provided one route driver can load it without assistance. Additional items of bulky waste may be collected on a special pickup basis "White goods" and household construction and remodeling debris shall not be treated as bulky waste.

12. BILLING

The Contractor shall bill for refuse, recycling and if applicable yard waste and/or bulky waste collection on a quarterly basis, and shall be responsible for all collection. The Village shall not be deemed to be the guarantor of payment on the account of any resident, building owner or agent. The Contractor shall, however, have the right to terminate service following a ten (10) day written notice to the resident, owner or agent whenever any bill become delinquent and unpaid for a period of sixty (60) days.

13. HOURS AND DAYS OF SERVICE

Collection of refuse, recyclables, yard waste and bulky wastes will be made on one and the same weekday only. The Contractor shall not commence work before 6:00 A.M. and shall cease collection by 5:00 P.M. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns, or similar hindrances. Residential refuse, yard waste, recyclables and bulky waste will be collected from each stop on the same day.

For the purposes of this contract, the following holidays shall be deemed official holidays:

New Years Day Labor Day

Memorial Day Thanksgiving Day

Independence Day Christmas Day

Should one of these holidays occur during the Monday through Friday work week prior to or on the regular collection day, the collection day shall be rescheduled to the next working day, as necessary for that week only. Should one of these holidays fall on a Sunday, then Monday would be an off day, and collection will be on the Tuesday of that week. No other change in the weekly schedule shall be allowed without prior written consent of the Village.

14. HAULER TRANSITION

Should the Village choose a different hauler at the expiration of this contract; the Contractor shall agree to cooperate with the chosen hauler in effecting an orderly transition. The Contractor shall agree to refund to customers (if applicable) the full purchase price, except the retailer's handling commission, and sales tax (if any) paid, within thirty days after such contract expiration.

15. OWNERSHIP

Titles to collected refuse, recyclable commodities, yard waste and bulky waste shall pass to the Contractor when placed in the Contractor's collection vehicle, or removed by the Contractor from the residential unit, whichever occurs last.

16. EDUCATIONAL AWARENESS PROGRAM

The Contractor shall cooperate and assist the Village to continue a Public Awareness Program. The Contractor shall be required to encourage and promote recycling services to the community. The program will include an information brochure outlining the collection programs, its costs, terms, compliant procedures, regulations, day for collection, commingling of recyclables, promotion of community recycling, suggested programs or solutions for collection and disposal of refuse and bulky waste not included in this residential program (see Statement of Work, attached hereto) and other applicable information, at no cost to the Village. The booklet shall be subject to approval by the

Village Board. The Public Awareness Program shall continue through the contract period.

C. STATEMENT OF WORK

Refuse, recyclables, yard waste and bulky waste collection shall be made from all residential dwellings within the corporate boundaries of the Village as expanded from time to time. The Village currently has approximately 715 total dwelling units.

1. MINIMUM SERVICE

The Contractor agrees to furnish all labor, materials and equipment to make collection of refuse, recyclables, yard waste and bulky wastes for residential dwellings, consisting of once-a-week curbside pick-up. "Back door" service must be made available to residents at an additional charge as found in Paragraph 12.

2. LOCATION OF CONTAINERS

All refuse, recyclables, yard waste and bulky waste containers or bundles shall be placed at the curbside, or, for "Back door" refuse service, at a specified location not more than 150 feet from the curb for "Back door" refuse service, and readily accessible to the Contractor's personnel. The Contractor may decline to collect any container or bundle not so placed.

Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways within the Village. Containers and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

When construction work is being performed in the right-of-way, containers and bundles shall be placed as close as practicable to an access point for the collection vehicle. The Contractor shall not be responsible to replace the lid on any private container. Emptied containers and lids shall be placed off the street and in a fashion not to interfere with vehicular access.

3. MATERIALS TO BE COLLECTED (UNLIMITED)

The Contractor shall collect all refuse and recyclables set out by residents and generated in the Village from household, non-commercial activities without respect to quantity. The Contractor shall collect one item of bulky waste per week provided that one route driver can load it in a standard truck without assistance. Notwithstanding the foregoing, Contractor shall not be required to collect: such matter not included under this Contract; residential refuse, landscape waste, recyclables and bulky items not contained in an approved container; containers or bundles in excess of size restrictions, or residential refuse or landscape waste or recyclables mixed in the same container.

The Contractor shall also collect and dispose of garbage cans and private waste containers which a customer serviced under this Contract shall wish to dispose of. Contractor shall devise a system to identify such containers for collection.

All receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left where they were placed for collection. Any garbage or trash spilled by the Contractor will be picked up immediately and the area left clean.

All refuse and recyclables collection fees shall be collected under the general monthly fee plan. Yard waste and bulky waste collection fees shall be collected on an as-needed basis at additional charge added on quarterly billing.

Recycling collection system shall operate on a commingled bin basis. There shall be no limit to the number of recycling bins a household may place at the curbside for collection.

The Contractor shall retain 100% of the proceeds from the sale of recyclables and projected revenues from their sale should be taken into account in costing out the proposal.

4. SPECIAL PICK-UP SERVICES

The Village and Contractor shall agree jointly to establish reasonable regulations governing the collection of units of household construction and demolition debris in order to determine if an excessive amount of such debris is present, which may be a basis to require that household to incur special pick-up charges. Weekly service shall include up to one cubic yard of household construction or remodeling debris provided it conforms to the container requirements found in Section 11.

5. SPECIAL GENERAL CLEAN-UP SERVICE

Once a year, on a date mutually agreed upon between the Contractor and the Village, the Contractor will render a general pick-up service to all residential customers in the Village by collecting and disposing of any and all miscellaneous waste including furniture, appliances, water heaters, household trash and like materials placed in a two 20-yard dumpster at the Village Hall. Said dumpster will be supplied by the Contractor for miscellaneous waste collection for 1 week. This general residential clean-up service shall be rendered by the Contractor without any additional charge of any kind or character to the Village or residents.

6. MUNICIPAL PROPERTIES AND EVENTS

The Contractor shall provide sufficient pick-up and disposal services to all Village owned buildings within the Corporate Village limits at no charge. This paragraph shall not, however, apply to special waste or hazardous waste as defined by the rules and regulations of the Illinois Pollution Control Board or for which a special hauling permit is required, nor does it include sewage, sludge, building or construction debris, or yard waste.

Refuse, recyclables, yard waste, bulky waste hereunder shall include the following:

7. REFUSE

Refuse shall include all garbage and rubbish. The term “garbage” shall mean discarded materials resulting from the handling, processing, storage, preparation, servicing and consumption of food, except for those items which are banned from direct disposal into a landfill.

“Rubbish” shall refer to all non-putrescible solid wastes, including ashes, miscellaneous paper, wood (other than yard waste), crockery, rags, discarded clothing and litter, small appliances, auto parts and building material wastes, except those items which are banned from direct disposal into the landfill.

8. RECYCLABLES

Minimum recyclables to be collected are aluminum cans, tin steel cans, aerosol cans, catalogs, wrapping materials, magazines, newspapers, envelopes, writing and computer papers, chipboard packaging, cardboard, phone books, juice boxes, paperboard, junk mail, grocery bags, all clear and colored glass bottles and containers, plastics 1-4, HDPE and PETE plastic beverage containers, #3-5 & #7 plastic bottles and rigid containers.

All recyclables may be placed in one container with paper and other fiber items separated from discarded rigid containers.

The collector may provide for collection of other materials. The Village reserves the right to request additional recyclable items to be collected upon mutual agreement with the collector.

All recyclable materials collected by the Contractor under this contract must be processed for recycling use.

9. YARD WASTE

The word “yard waste” shall mean any and all accumulations of grass, leaves, branches, shrubs, vines, trees and other similar items generated by the maintenance of lawns, shrubs, gardens and trees.

10. BULKY WASTE

The term “bulky wastes” shall mean large discarded items from residences within the Village, such as boxes, barrels, crates, furniture, refrigerators, stoves and other household appliances, and similar items to which do not fit into the proper container, except those items which are banned from direct disposal into a landfill.

11. CONTAINERS

REFUSE CONTAINERS

Containers for refuse shall be tightly covered metal or plastic containers not exceeding 34-gallon capacity and not exceeding 50 pounds each. Every container must have secure handles for lifting and carrying. Containers shall be personal property of residents, or wheeled 90-gallon wheeled containers leased from the Contractor, Construction or remodeling debris which will not fit in standard refuse containers shall be tied in bundles

not more than 18” in diameter and no longer than 4’. Individual bundles shall not exceed 50 pounds.

RECYCLABLE MATERIALS CONTAINERS

The Contractor shall supply each residence with an 18-Gallon container prior to the commencement of the contract. The Contractor shall supply one 18-gallon recycling container for all new residences built in the Village.

YARD WASTE CONTAINERS AND BUNDLES

Special pick-up yard waste may be collected in “refuse containers” described above. When yard waste will not fit into containers it may be tied in bundles no more than 18” in diameter and no longer than 4’. Individual heavy items may not weigh more than 50 pounds.

12. COSTS

A. Per family unit to collect, process and market refuse and recyclables collected per residence — collected on a weekly basis and billed quarterly

B. On demand pick-up and disposal of yard waste and bulky waste (per pick-up).

C. Back door refuse pick-up services with curbside recycling and bulk item service

D) Optional 95-gallon refuse cart

E) Optional 65-gallon recycling cart

F) Optional yard waste subscription program

Costs will remain in effect throughout the first year of this contract with a defined rate escalator per year

13. MISCELLANEOUS WASTE DISPOSAL

(Items below are NOT collected under this contract. However, suggestions for disposal of these items-is should be made in the educational booklet sent to residents.)

Tires

Automobile Wheels and Large Pails

Automobile and Similar Batteries

Toxic Waste

Hazardous Waste

Radioactive Waste

Medical Waste

Volatile and Explosive Waste

Acids and Poisons

Gasoline, Motor Oil and other Flammable Liquids

Unhardened Paint and other Liquid Wastes
Riding Lawnmowers and Snow blowers

Any other material the Contractor is legally unable to accept for collection.

In those cases where the customer appeals in the Contractor's decision or settlement, the Village reserves the right to assess a like amount of compensation under the contract until any justified claim for damage to garbage or refuse containers has been paid or adjusted, or the Village may adjust the complaint with the owner of such container and deduct the cost from monies due the Contractor from the Village.

14. PERFORMANCE BY CONTRACTOR

Failure of the Contractor to perform timely any obligation under this contract, except that such failure shall constitute a breach only if such failure remains uncured for fourteen (14) days after notice to the Contractor from the Village of such failure; provided however, that this fourteen (14) days notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform.

15. ARBITRATION

Arbitration: Any claim or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, at 3125 Barreville Road, Prairie Grove, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall award to the prevailing party to any arbitration, its reasonable attorney's fees incurred and all costs of arbitration incurred.