

SCAVENGER SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) made and entered into this 1st day of January, 2012, by and between the City of Palos Hills, a municipal corporation, (the “City”), and _____, (the “Contractor”) as follows:

1. Definitions.

a. “Refuse” as herein defined means all household and kitchen wastes placed out for collection, such as discarded food or food residues and paper necessarily used for wrapping same, books, boxes and cartons, providing all such materials are of a size sufficiently small to permit being placed in an unlimited number of thirty-three (33) gallon containers and not left in piles on the ground.

b. Bulk Items

An unlimited number of the items listed below may be placed out for free pick up each week:

- 1) Furniture and large household goods, including but not limited to televisions, washing machines, dryers, dishwashers, microwaves, other appliances, hot water heaters, sofas, dressers, lamps, chairs, tables, mattresses and rolls of carpet of no more than four (4) feet in length.
- 2) Small amounts of sod, earth and rocks, provided the items listed are put into a suitable container and do not exceed sixty (60) pounds.
- 3) Household construction material (except new construction), including but not limited to, furnaces, bathtubs, shower stalls, doors, windows and other items that are considered part of a home. It shall also include loose home remodeling and repair materials provided such items are put in a suitable container and not weighing over sixty (60) pounds.
- 4) Electronics such as: Televisions, Monitors, Printers, Computers (including tablet computers), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Digital Video Disc Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders
- 5) Organic Christmas trees, which shall be collected during the last week of December and during the month of January. Christmas trees shall be collected on certain regularly-scheduled collection days.
- 6) White goods such as refrigerators, air conditioners, dehumidifiers, freezers and other appliances containing chlorofluorocarbons.

- 7) Small amounts of sod, earth, and rocks provided the items listed are put into a suitable container and do not exceed fifty (50) pounds.
- c. "Landscape waste" as herein defined shall mean grass, garden clipping, brush, leaves, tree clippings and other materials accumulated as the result of the maintenance of lawns, shrubbery, vines and trees. All such materials must be placed in 30-gallon two-ply paper bags, or unlined 33-gallon containers with vendor supplied yard waste sticker affixed to outside of container and not commingled with garbage and rubbish or recyclable materials as herein defined.

Bundles of brush or tree clippings shall be collected in bundles which do not exceed sixty (60) pounds, the length of material does not exceed four (4) feet, the diameter of the individual pieces does not exceed four (4) inches, and the bundle itself does not exceed three (3) feet in diameter, Logs over four (4) inches in diameter must be stacked separately at the curb and cut into lengths of twenty-four (24) inches with individual pieces not over eight (8) inches in diameter. This agreement does not include any branches or trees cut by contractors hired by the homeowner.

- d. "Recyclable Material" as herein defined shall mean, at minimum, an unlimited amount of:

- 1) Co-mingled Containers:

Glass bottles and jars (all colors)

Aluminum cans

Aluminum foil, trays, baking pans

Tin and bi-metal food and beverage cans

Empty aerosol cans

Empty latex paint cans

Plastics: #1 PETE (soft drink bottle, shampoo bottles, deodorant containers)

#2 HDPE (milk & water jugs, juice bottles, laundry product bottles)

#4 LDPE (six pack holders)

#6 Polystyrene (Dairy products and miscellaneous "Styrofoam" containers)

#3,#5,#7 (Other plastics)

- 2) Paper Products:

Newspaper (All inserts that are included with newspapers)

Paper containers (frozen food containers, beverage carriers, paper grocery bags)

Catalogs, magazines, phone books, office paper, junk mail.

Corrugated boxes (Cardboard boxes)

Chip board (Cereal boxes, shoe boxes, gift boxes)

- 3) Contractor will make available to the City, other local government, agencies, schools and businesses an office white paper and computer paper recycling program. The City shall not incur additional cost as a result of this program. Contractor may negotiate reasonable fees with other program participants.
- 4) Other material which may be agreed upon.

The City reserves the right to request additional recyclable items to be collected upon mutual agreement with Contractor. A materials sheet is attached and should be filled out by the Contractor.

e. Dead Animals

Contractor agrees to pick up and dispose of all dead animals from the City's streets upon call from the City. Any collar or tag must be removed from the animal and delivered to the City Clerk's Office.

- f. Passenger car tires shall be collected at no additional charge by the Contractor. Tires shall be kept separate from other trash. Tires shall be taken to a recycler for processing and marketing the material to manufacturers and energy plants.

g. Exclusions from Collection:

No engine blocks, used motor oil, transmission, axles, heavy metal parts or refuse resulting from building construction by private contractor is included in this contract.

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2. Collection Containers: Proposal may be submitted per attachment A.

- (a) Cart program – 96 gallon refuse cart and 96 gallon recycling cart.
- (b) Recycling Cart – a reduced size 65 gallon shall be supplied to residences eligible for senior citizen discount upon the request of the resident.
- (c) Refuse shall be collected if set out in a thirty-three (33) gallon or less container.

Contractor shall handle containers with reasonable care to avoid damage. Negotiation for the replacement of containers damaged by the Contractor will be conducted directly between the resident and the Contractor.

Recycling Containers if the City does not enter into a Cart program shall be approved by the City. Collection of recyclables shall also be made from any rigid collection container (tote), Kraft paper, or plastic grocery bags provided that: 1) containers and bags are of sufficient wet strength to retain original shape until contents are placed in Contractor's vehicle, and 2) the approved container is in the parkway.

3. Collection.

Collection shall be made once every week on weekdays from single family dwellings and two-flat family dwellings as defined by the City's Zoning Ordinance. Collections shall be made between the hours of 6:00 a.m. and 7:00 p.m. on weekdays when collection is scheduled for a particular area. All collections shall be made as quietly as possible.

Contractor shall provide containers and shall schedule route pick-ups at public locations designated by the City without additional cost for pick-up and services. (See Attachment D)

4. Term.

The term of this Agreement shall be five (5) years commencing on the first (1st) day of January, 2012, and ending at midnight on December 31, 2017. Through the mutual agreement of the parties, this Agreement can be extended for an additional three years by notifying the Contractor of such an election by no later than October 1, 2017. Contractor's rates during the extension period shall be determined in accordance with Paragraphs 4(b) through (f) of this Agreement.

5. Cost Adjustment Formulae.

(a) During the first 12 months of this Agreement, Contractor's rate shall be _____ per month per household in accordance with Attachment A, which shall include all of the services set forth herein including supplying bins and the cost for education and promotion. This rate shall remain firm through the first year the Agreement is in effect, and no cost adjustments of any kind shall be allowed. After the first of the year, cost adjustments would be determined as follows:

(b) Tipping Fee Cost Adjustments.

TO BE COMPLETED BY CONTRACTOR AS PART OF ITS
PROPOSAL

- (c) Curbside collection and transportation cost increases.

TO BE COMPLETED BY CONTRACTOR AS PART OF ITS
PROPOSAL

- (d)

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- (e)

- (f)

6. Senior Citizen Discount.

A discount of \$1.00 per household shall be granted by Contractor if the Contractor is provided proof that at least one of the individuals residing at that location has an ownership interest in the property and is 65 years of age or older.

7. Minimum Service.

Refuse shall be collected once a week. Each “stop” may have an unlimited number of containers of refuse on each collection day of the type and weight defined herein. Additional items as described under Section 1(b) and (c) Definitions “Bulk Refuse” and landscape waste are permitted if set out as specified.

An unlimited amount of recyclables in or adjacent to the recycling bin as outlined herein shall be collected from each stop on the specified collection day.

Recyclables and landscape waste shall be collected once a week. Collection of refuse, recyclables and landscape waste shall be on the same day. Recyclables shall be collected even if commingled.

8. Billing.

It shall be the obligation of Contractor to issue a bill every four months for services rendered to each and every customer serviced by Contractor under the Agreement. If possible, the City shall assist Contractor in obtaining accurate names and addresses of customers so as to facilitate this billing process.

9. Approved Containers.

a. Refuse shall be collected if it is set out in a thirty-three (33) gallon or less container. Unless this Agreement states to the contrary, contractor will collect all refuse without limit.

All garbage, refuse, rubbish and all other loose materials must be placed in containers of galvanized metal or other non-corrodible material, watertight, with handles, to be rodent proof, commonly sold as garbage cans, of a suitable gauge and construction to ensure durability, and of a capacity of not less than ten (10) gallons and not to exceed thirty-three (33) gallons.

b. Recyclables.

Recycling bins will be provided by Contractor for the collection of recyclable materials. Bins to be used shall be approved by the City. The bins will be made available by the City to each household and shall be identified by the City as the approved container for the recyclables collection program. Collection of recyclables shall also be made from any rigid containers, Kraft paper, or plastic grocery bags, provided that: 1) containers and bags are of

sufficient wet strength to retain original shape until contents are placed in Contractor's vehicle, and 2) the approved container is on the parkway.

Damaged bins which are not suitable for use shall be replaced free of charge if the damaged bin is turned in for an exchange. A fee of \$5.00 per bin will be charged if a customer serviced by the Contractor desires more than one bin.

c. Landscape waste.

Landscape waste shall be picked up from April 1 through December 1 as long as it is set out in two-ply thirty gallon (30) paper bags or a regular refuse container no larger than thirty-three (33) gallons in size as long as materials are loose.

Landscape waste must be placed in paper bags or containers with vendor supplied yard waste sticker affixed to outside of container and not commingled with garbage and rubbish or recyclable materials as herein defined. Brush shall be collected if bundled as set forth in Section 1 above.

10. Non-Conforming Containers.

Contractor shall handle containers with reasonable care to avoid damage and shall place them on the parkway or in the alley out of the traveled street right-of-way in an upright position after collection. Negotiation for the replacement of containers damaged by Contractor will be conducted directly between residents and Contractor.

The Contractor shall not be required to collect material that has not been placed in approved containers or otherwise deposited in a manner herein provided. If contractor encounters non-conforming or rejected material, a notice shall be left on resident's container. This notice shall specify reason(s) for not collecting material.

Hazardous or otherwise unsafe containers will be tagged and unless repaired properly, be discarded on the following collection day.

11. Collection Vehicles.

The Contractor shall provide an adequate number of vehicles for regular refuse, landscape waste and recyclable material collection services. All vehicles shall be kept in good repair, appearance and maintained in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name, a vehicle identification number and local telephone number of the Contractor.

Vehicles used for the collection of garbage and refuse and landscape waste shall be of a compactor type and shall not leak fluids or oil. If found to do so, they shall be repaired by the Contractor within ten (10) business days of a reported incident or of knowledge by the Contractor.

12. Hauling.

All materials hauled by the Contractor shall be so contained, tied or enclosed so as to prevent leaking, spilling or blowing of litter or fluids. In the event of any spillage on the parkway, street or alley, the Contractor shall immediately clean up litter or fluids. If such litter or fluids are not cleaned up within six (6) hours after such notice (verbal or written) from the City, the City may clean up same and advise and bill the Contractor.

13. Pick Up Days.

Contractor agrees to make pick up collection and removal of refuse, recyclables, landscape waste and bulk items on a designated day of the week with respect to each residential unit. For purposes of this Agreement, Monday shall be the beginning of a week. Pick up schedules will be provided to the City as follows:

- a. One pick up and removal of garbage, refuse and bulk items shall be made by Contractor each week.
- b. One pick up per week of recyclables within four (4) hours of the refuse pick up.
- c. One pick up, collection and removal of landscape waste shall be made each week according to the same schedule as garbage and refuse pick up during the growing season, April 1 through December 1, unless the City and the Contractor mutually agree to start landscape collection a few weeks earlier or extend collection a few weeks later.
- d. One pick up collection and removal of branches, brush and tree pieces to be made each week according to the schedule of garbage and refuse pick up.
- e. One pick up of Christmas trees, wreaths and wrappings shall be made during the last week of December and during each week of January on the regular day of scheduled garbage and refuse pick up. Christmas trees will be taken in their entirety.

14. Routes and Schedules.

The Contractor will follow the existing pick up routes within the City boundaries which have proved to best serve the City's residents in the most cost effective manner. The City shall have the right to accept, reject or alter schedules and routes proposed by the Contractor.

Any modifications made to the pick up program and agreed to by the City shall be publicized by the Contractor via direct mailing to all affected residents, as well as a newspaper of general circulation at least one (1) month prior to the date that modifications become effective.

When a legal holiday falls on a weekday, Contractor shall collect from the residences normally picked up on the day of such holiday on the following day, and the normal collection schedule for the rest of the week shall be one day late.

15. Litter.

The Contractor shall not litter while in the process of making collections. Any contents which may be spilled on the parkway or street are to be cleaned up and disposed of immediately by Contractor's employee in a workmanlike manner.

16. Disposal.

All garbage, rubbish, compostable and recyclable material collected shall be removed, and shall be disposed of in accordance with all applicable statutes, laws, ordinances, rules and regulations. Disposal site, compost site or recycling facility shall be approved by the City and should be at least one (1) mile beyond the corporate limit of the City.

All recyclable materials collected in accordance with the terms hereof shall be removed, and shall be recycled in accordance with all applicable statutes, laws, ordinances, rules and regulations. Under no circumstances shall said recyclable materials be landfilled or incinerated unless authorization to do so is given by the City. Evidence of appropriate sale or disposition of the recyclables shall be produced by Contractor upon request by the City.

Landscape waste shall be disposed of by agronomic or composting means in strict compliance with all applicable Federal, State and Local Laws, Ordinances and Regulations. If landscape waste is disposed of through composting and not agronomic methods, the City reserves the right to pick up finished compost material, subject to availability, and make the compost material available to residents of Palos Hills.

17. Title to Wastes.

All refuse, rubbish, bulk items, compostable and recyclable material collected in accordance with the terms hereof shall become and be the property of the Contractor as soon as the same is picked up or otherwise placed in the Contractor's vehicle except as otherwise provided. Nothing in this paragraph concerning title to wastes shall be construed to prevent the City from obtaining or collecting any fees or proceeds owed to the City under this contract, nor shall it operate to prevent the City from initiating or maintaining any rights or actions, reserved herein, regardless of titles or ownership of wastes.

18. Approved Landfill Availability.

Contractor warrants and guarantees that the landfill space required to receive the waste from the City customers during the term of this agreement is and will be available. Contractor will utilize only Illinois Environmental Protection Agency

and/or U.S. Environmental Protection Agency (as relevant) approved and permitted facilities for incineration, processing, composting, landfilling and other means of end disposal.

The Contractor must show evidence that it has secured an arrangement(s) assuring the availability of landfill, licensed compost facility, and recycled goods markets for each year of the current term. Copies of a contract or letter of agreement /availability shall be provided no later than 60 days prior the start of each new contract year.

19. Complaint Procedure.

Contractor shall maintain a suburban telephone with an attendant during all business hours to service complaints promptly. Complaints received telephonically by the City's office personnel shall be written up on complaint forms and shall be picked up twice daily (morning and afternoon) for necessary action from the office of the Public Works Commissioner at City Hall by a supervisor from Contractor, and returned the following day to the Public Works Commissioner with a notation on each form as to the action taken and signed by the supervisor.

In the event Contractor is unable for any reason to make a pick up from any single or two family dwelling, Contractor shall notify the Department of Public Works of said inability not later than the end of the pick up day and identify said residence(s). If Contractor fails to make regularly scheduled service, make up service will be provided within 24 hours by Contractor or the cost to the City to provide service will be deducted from that month's billing.

In the event Contractor fails, without just cause, to fulfill any of the provisions of this Agreement, the City is hereby authorized to hire such men and equipment as may be necessary to comply with the provisions hereof and, in that event, the City is authorized to deduct the sums of money so expended from any monies that may be due and owing to Contractor, and to collect any remainder due out of the cash and surety bond hereinafter referred to.

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20. Other Recycling Provisions.

a. Reporting.

Curbside recycling shall commence on the same date and time as the refuse collection commences. Further, Contractor shall provide the City with a monthly waste disposal report on the form attached hereto as "Attachment C." The report shall be submitted within twenty-one (21) calendar days after the last working day of each calendar month. It shall be signed by the General Manager certifying under oath that the completed report is correct and accurate. Contractor shall not receive payment for the reporting month until the report is received by the City.

This report shall serve as the official record for showing compliance with existing or future county, state or federal laws or regulations covering solid

waste monitoring, recycling programs, proof of diversion records, and Environmental Protection Agency or other agency requirements that are currently in effect or will be in effect. Contractor agrees to promptly notify the City of any change in reporting requirements.

Reporting shall be required for any income that may be derived from composting or recyclables. Reporting shall include, but not be limited to, such things as computer reports, hand or type written reports, contracts or letters of agreement, bills of sale, weight tickets, invoices or other records documenting quantity and price of materials or service that may be provided by other companies in connection with this contract.

b. Waste Audit.

The City may choose to perform a hand-sort analysis of up to two (2) 25-cubic yard packer truckloads of refuse collected from the City no less frequently than every twelve (12) months.

The Contractor agrees to transport the loaded vehicle to a contractor agreeable to both the City and vendor's legal counsel at no cost to the City, provided that such an outside contractor is located within sixty (60) miles of City Hall.

c. Pilot Programs.

Pilot programs and future recyclable materials may be proposed by the City. Such programs may include but are not limited to, multifamily recycling, additional recycling materials, source reduction, commercial and industrial solid waste programs.

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d. Markets.

The "Recyclable Collection List," which is "Attachment A" to this Agreement, is made a part hereof.

e. Revenues.

Revenues from recycling shall be calculated based on an average fair market value for the past 90 day quarter. Within ten days following each quarter's end, the contractor shall provide the City with reasonable evidence of the market value and the total revenues collected for the last completed quarter. All recycling revenues collected by Contractor shall be remitted to the City by Contractor. Payments to the City along with the supporting documentation (Attachment B, C, Month Recycling Recap and Pounds of Recyclable Processed) shall be submitted to the City on the 10th day following each quarter's end. Unless this contract is terminated or amended, the last payment and report shall be due by September 10, 2011, for the previous 90 day quarter.

Any and all processing fees that will be deducted by the Contractor from the Recycling revenue shall be stated in Attachment C of this Agreement.

In lieu of recycling revenues based on the recyclables collected the Contractor may opt for a \$25,000.00 annual franchise fee to be paid to the City on a quarterly basis. (\$6,250.00 per quarter).

21. City Facilities:

The Contractor will provide pick up services and containers (garbage & recycling) at the following City buildings at no cost:

City Hall, 10335 S. Roberts Road
Palos Hills Police Station, 8555 W. 103rd St
Palos Hills Community Center, 8455 W. 103rd St
Palos Hills Public Works Dept
Palos Hills Golf Course, 7301 W.105th St

Should additional containers be required, the service shall be provided at no additional cost or frequency to the City.

22. Procurement of Recycled Products.

Contractor must demonstrate a commitment to the procurement of products with recycled content. At a minimum, this shall include all paper on which will be printed correspondence and other information being sent to residents serviced under this Agreement.

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23. Contractor's Personnel.

- a. The Contractor shall assign a qualified person or persons to be in charge of its operations in the City and shall give the name or names to the City. Information regarding experience shall also be furnished upon request.
- b. All collection employees shall be required to wear a work uniform. The uniform shirt or jacket is to clearly indicate the employee is employed by the Contractor. The City shall have the right to require or define what shall be considered suitable work clothes for collection employees.
- c. Each employee driving a vehicle shall at all times carry a valid Illinois operator's license for the type of vehicle he/she is driving.
- d. No person shall be denied employment by the Contractor for reasons of race, creed, sex or national origin.

24. Special Events.

Waste hauler equipment and manpower shall be provided to assist the City for special waste collection and disposal projects within the City during the Friendship Festival, other special events and in time of emergency or for storm damage clean up.

The Contractor agrees to provide to the City, Free of Charge, waste hauler manpower and equipment for the following:

1. Friendship Festival (Annual Event - July)
 - Three (3) rolloff containers
 - Seventy five (75) 96 gallon wheeled waste containers
 - Forty (40) total portable & handicapped toilets – Serviced each day Fri., Sat. & Sun.
 - Ten (10) handwashing stations) – serviced as above
 - Street Sweeping of 107th Street and 88th Avenue & Moraine Valley College B/S1 lots
2. Halloween Hayride (Annual Event October)
 - Two (2) Portable Handicapped Toilets – Serviced Saturday
 - One (1) handwashing station – serviced Saturday
 - Ten (10) 96 gallon Wheeled containers
3. Fishing Derby (Annual Event – September)
 - One (1) Portable Handicapped Toilets – Serviced Saturday
 - One (1) handwashing station – serviced Saturday
 - Three (3) 96 gallon Wheeled containers
4. Circus (Bi-Annual Event)
 - Two (2) Roll off containers (Animal waste & normal garbage)
5. Up to five additional Events dependent upon City activities.

Should the need arise to arrange for special pick ups, or collection and removal, or placement of containers for storage and removal of garbage and refuse, compost waste, branches and brush, the schedule and collection arrangements will be requested by and must be coordinated through the Commissioner of Public Works.

25. Public Works Dumping: Provisions shall be made to receive the City's non-hazardous debris at various locations and public buildings designated by the City. This includes, but is not limited to, grass, leaves, ashes from logs, wood, broken concrete and asphalt. Up to forty eight (48) rolloff containers can be disposed of at no charge to the City. A maximum of ten unused rolloff containers can be carried over to the following year, however, the carry over will not be extended beyond one (1) year for each year of the extension.

26. Disaster/Emergency Clean Up:

In time of emergency or storm, free emergency service, clean up, including manpower, shall be provided by the Contractor as requested by the City to alleviate threats to public health, safety and welfare, as such threats are perceived in the sole judgment and discretion of City.

Should the need arise to arrange for special pick ups, or collection and removal, or placement of containers for storage and removal of garbage and refuse, compost waste, branches and bush, the schedule and collection arrangements will be requested by and must be coordinated through the Commissioner of Public Works.

Regular solid waste and recyclables collection at public locations is to be provided at City facility locations at no cost. Should additional containers be required, the service shall be provided at no additional cost or frequency to the City.

27. Compliance with Laws.

The Contractor shall conduct operations under this Agreement in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

The Contractor shall obtain, at his own expense, all permits and licenses required by federal, state or local law or ordinance, rule or regulation and maintain same in full force and effect.

28. Insurance.

The Contractor shall take out and maintain insurance of such types and in such amounts as are necessary to cover his responsibilities and liabilities under this contract, in amounts and conditions not less than further specified, and he shall require all his subcontractors to carry similar insurance. The Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on his subcontract until the same insurance has been obtained by the subcontractor. The Contractor will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the City. The general liability coverage shall name the City of Palos Hills as an additional named insured. All insurance noted below is primary, and in no event will be considered contributory to any insurance purchased by the City. Unless the insurance company notifies the City and the City agrees, all insurance noted below will not be canceled, reduced or materially changed without providing the appropriate City thirty (30) days advance notice, via certified mail. The Contractor shall secure primary liability with a company approved by the City in the amounts hereinafter specified. Coverage shall include:

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- a. claims under workers' or workmen's compensation disability benefit and other similar employee benefit acts;
- b. claims for damages due to bodily injury, occupational sickness or disease, or death of employees;
- c. claims for damages due to bodily injury, sickness or disease or death of any person other than employees;
- d. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person;
- e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- f. claims for damages because of bodily injury or death of any person or property damage arising out of the partnership, maintenance or use of any motor vehicle.

The insurance required by this section shall be written in the maximum statutory amounts with respect to workers' or workmen's compensation and with limits of liability with respect to injury to persons or death to persons and damage to property as follows: \$3,000,000 each person, \$5,000,000 each occurrence and \$250,000 property damage. Additional coverage in the form of an umbrella policy in the amount of \$10,000,000 for each occurrence. The Contractor shall carry a policy under a comprehensive form to insure the entire automobile liability for his operations with limits as stated above. Said insurance is to be extended to cover leased and non-owned vehicles. Insurance shall be placed with companies acceptable to the City and certificates of insurance and a copy of each policy of insurance shall be deposited with the City. All of the aforesaid insurance policies must contain a provision that they may not be cancelled without at least thirty (30) days prior written notice to the City by the insurance company. The City, as well as its officers, agents and employees, shall be named as additional insureds on all applicable insurance certificates. All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VII. A certificate of insurance is required as evidence of coverage with the City of Palos Hills as additional named insured. The amount of said insurance indicated herein in no way shall limit the amount of insurance which the Contractor may carry and in no way limits the liability of the Contractor for any and all liability occurring in the performance of this contract.

29. Indemnifications.

The Contractor shall indemnify, defend and hold harmless the City and its officers, agents, employees representatives and their assigns, from any and all claims, lawsuits or other liabilities directly or indirectly arising out of, from or as a result of the acts

or omissions of the Contractor, or its officers, employees or agents. This indemnification includes any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses which the City may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment (including federal and state superfund investigations, fines, assessments and/or remedial actions) or any violation of governmental laws, regulations, or orders, caused in whole or in part by the acts or omissions of Contractor, its employees, or its subcontractors in the performance of this Agreement. In connection with any such claims, lawsuits or liabilities, the City, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits or liabilities.

30. Palos Hills Golf Course:

The Contractor will provide the Palos Hills Golf with one portable handicapped toilet with add-on hand sanitizer from March 1st to December 1st with servicing once per week.

31. Performance Bond.

For each year this Agreement is in effect, the Contractor shall furnish to the City a performance bond in favor of the City, specified by name, in the amount of five hundred thousand dollars (\$500,000) for service to the City with corporate surety to be approved by the City, guaranteeing the faithful performance of the Agreement. The performance bond guaranteeing performance shall remain in effect for each year of the Agreement, and any renewal thereof, and shall be delivered prior to starting work hereunder. A new performance bond shall be delivered to the City at least one (1) month prior to the expiration date of an existing Bond.

32. Assignment.

No assignment in whole or in part of this Agreement shall be made by the Contractor without the express written consent of the City. In the event of any assignment the assignee shall assume the liability of the Contractor and the Contractor shall not be relieved therefrom without the City's consent.

Any written consent of the City to a partial or total assignment shall be conditioned upon delivery by the Contractor to the City of a Labor and Material Payment Bond in favor of the City, specified by name, in the amount of five hundred thousand dollars (\$500,000.00) with corporate surety to be approved by the City. The Labor and Material Payment Bond shall guarantee the completion of this Agreement, the payment of material used in completing all work, and for all labor performed in such work, whether by assignee(s), subcontractor(s) or otherwise. The Labor and Material Payment Bond shall remain in effect for the term of this Agreement, and shall be delivered prior to any work hereunder. A new Labor and Material Payment Bond

shall be delivered to the City at least one (1) month prior to the expiration date of an existing bond.

33. Street Sweeping

Street sweeping shall be provided by Contractor to all City streets twice yearly in the months of May & November.

34. Collection Fee:

It shall be the obligation of the Contractor to issue a bill every four months for services rendered to each and every customer during that period based upon the monthly collection fee. If possible, the City shall assist the Contractor in obtaining accurate names and addresses of those being serviced by the Contractor. Shall be predicted upon the records on file in the City's Water Department, which records shall be made available to the Contractor upon its request. A delinquency notice of residents who are more than 60 days past due on payment will be sent to the City on a monthly basis.

35. Bankruptcy.

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed, subject, however, to the City's rights to recover for any breach under such contract. It is further agreed that nothing in this paragraph or contractor's bankruptcy shall prevent the City from collecting any amount owed, including but not limited to costs, expenses, and attorney's fees from the Contractor's Performance Bond. The contractor guarantees to list the City as a creditor in any bankruptcy filing.

36. Standard of Performance:

- a. If the Contractor fails to collect materials herein specified for a period of two (2) or more consecutive scheduled pick up days or fails to operate the system in a satisfactory manner as determined by the City, the City may, but shall not be required, to take the following action:
 - 1) Notify the Contractor in writing of its default under the Agreement and that this Agreement will be terminated unless the Contractor shall perform to the satisfaction of the City within five (5) days of the date the aforesaid notice was mailed by the City. In the event the default is not cured, the City may terminate this Agreement and the City's obligation and Contractor's rights hereunder shall cease and be no further in force and effect.
 - 2) The City shall have the right to contract with another party to collect garbage and refuse materials should the Contractor not perform as specified in this Agreement and any expenses incurred by the City,

which are not satisfied by the revenues generated from the existing rates herein or the obligations set forth in this Agreement, shall be charged to the Contractor.

- b. Contractor agrees that in the event Contractor fails to fulfill any of the provisions stipulated in the Agreement, the City may at its option, without waiving any of its other rights, hire such persons and equipment and enter such contracts as it may deem necessary to perform the work described herein. In addition, the City shall be entitled to all losses, including all costs, expenses and attorney's fees arising out of or in conjunction with, or otherwise resulting from, such failure of performance on the part of Contractor.
- c. The City may collect any costs, expenses and attorney's fees incurred as the result of the Contractor's default from the Contractor or from Contractor's Performance Bond provided hereunder.
- d. Any and all of the City's rights shall be cumulative.

37. Termination.

The Agreement shall continue in full force and effect for a period of five years from its commencement. In the event of default in the performance of this Agreement, in addition to other remedies available, the party not in default may terminate this Agreement upon thirty (30) days written notice.

38. Point of Contact.

Contact between the Contractor and the City shall be between the Contractor and the designated contact person within the City. The designated contact person for the City is the Office of the Mayor. The Mayor may designate a contact person other than the person listed above.

39. Notices.

All notices shall be directed to:

To City: City of Palos Hills
10335 South Roberts Road
Palos Hills, Illinois 60465
ATTN: Public Works Commissioner

To Contractor:

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40. Construction.

This Agreement shall be construed and governed by the laws of the State of Illinois and shall be binding upon and inure to the benefit of the parties, successor and assigns.

41. Miscellaneous Provisions.

- a. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- b. Section headings inserted herein are for convenience only and not intended to be used as aids to interpretation and are not binding on the parties.
- c. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto.
- d. The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.
- e. This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

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CITY OF PALOS HILLS

BY: _____
Mayor

BY: _____
Its:

Attest: _____
Clerk

Attest: _____
Its:

ATTACHMENT B
RECYCLABLE COLLECTION LIST

	Yes	No	Proposed Buyer of Recyclable Material*
Aluminum Beverage Cans	_____	_____	_____
Other Aluminum (foils, trays)	_____	_____	_____
Glass	_____	_____	_____
Newspaper	_____	_____	_____
Corrugated Cardboard	_____	_____	_____
Chipboard	_____	_____	_____
Tin cans	_____	_____	_____
Bi-Metal Cans	_____	_____	_____
Kraft paper bags	_____	_____	_____
Office paper (MUNICIPAL (BUILDINGS)	_____	_____	_____
Magazines	_____	_____	_____
Telephone books	_____	_____	_____
PET plastic	_____	_____	_____
HDPE colored plastic	_____	_____	_____
HDPE clear plastic	_____	_____	_____
Polystyrene	_____	_____	_____
Other plastic	_____	_____	_____

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*Contractor will not be obligated to taking material solely to the buyers listed. It is the City's intent to make sure that markets are available for materials collected. However, a letter from buyers indicating their commitment to process the type and amount of material from the City must be attached.

**Contractor will work with the City and local companies to develop a safe, environmentally sound and legal motor oil collection program.

ATTACHMENT C
MONTHLY REFUSE, YARD WASTE AND RECYCLABLES REPORT
CITY OF PALOS HILLS

_____, 2011
(month)

Report completed by: _____, (Contractor)
(name)

1. (a) Count of 400 addresses to be completed once monthly.

Completed _____, 20 .

of bags/cans of refuse _____
of bags/cans of yard waste _____
of bundles of yard waste _____
of "other" items _____

- (b) Recycling bin set out rate in City to be calculated each pick up

Date _____ # of recycling bins set out

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2. A total of _____ (compacted)/(loose) cubic yards of residential refuse was collected and landfilled.

3. A total of _____ (compacted)/(loose) cubic yards of residential yard waste was collected and agronomically applied.

4. Net profit (Loss) from Sale of Recyclables:

Proceeds from Sale of Recyclables	\$ _____
Cost to process Recyclables	\$ _____
Transportation	\$ _____
Labor	\$ _____
Interest on machinery and equipment	\$ _____
Other	\$ _____
Net Profit (Loss)	\$ _____

5. Copies of Complaints & Action Taken (Attached)

6. Detail of Material & Volume Recycled (Attached)

ATTACHMENT C

CURRENT MONTH RECYCLING RECAP

	<u>Volume (lbs)</u>	<u># Days</u>	<u>Lbs Per Day</u>	<u>% of Total</u>
Newspaper				
Glass				
Plastic Jugs				
Cans				
				100%

RECYCLING HISTORY-POUNDS PER DAY

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	<u>Newspaper</u>	<u>Glass</u>	<u>Plastic Jugs</u>	<u>Alum. Cans</u>
Jan.				
Feb.				
March				
April				
May				
June				
July				
August				
Sept.				
Oct.				
Nov.				
Dec.				

ATTACHMENT C

POUNDS OF RECYCLABLE PROCESSED

AND

REVENUE DERIVED _____, 2011

DATE _____ NEWSPAPER _____ CANS GLASS _____ PLASTIC JUGS _____ TOTAL _____

LBS. SHIPPED
OUT _____

+ END OF
MONTH LBS.
ON FLOOR _____

- PRIOR MONTH
END LBS. ON
FLOOR _____

CURRENT MONTH
LBS. PROCESSED _____

X PRICE PER
LB. _____

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REVENUE FOR
MONTH _____

ATTACHMENT D

ANCILLARY ACTIVITIES

Office paper recycling \$ _____

Dumpsters for City use (Specified locations) \$ _____

DISPOSAL OF OTHER CITY MATERIAL (not curbside) PER TON:

	<u>Disposal</u>	<u>Trans (@.50/mile)</u>
a. Yardwaste	\$ _____	\$ _____
b. Sweeper debris	\$ _____	\$ _____
c. Branches, large brush	\$ _____	\$ _____
d. Broken concrete	\$ _____	\$ _____
e. Broken asphalt	\$ _____	\$ _____

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