

VILLAGE OF STEGER
REFUSE COLLECTION AND DISPOSAL CONTRACT

This Agreement is entered into this ____day of _____, by and between The VILLAGE of STEGER, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and _____
(hereinafter the "CONTRACTOR").

RECITALS

Whereas, Section 11-19-1 *et.seq.* of the Illinois Municipal Code, 65 ILCS 5/11-19-1) permits a municipality to enter into an exclusive contract for the collection and final disposition of garbage and refuse within the municipality; and

Whereas, the Board of Trustees of the VILLAGE of STEGER finds that it is in the best interest of the VILLAGE to enter into a contract with the CONTRACTOR as the exclusive provider for the collection and final disposition of garbage and refuse within the municipality.

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth, the VILLAGE and the CONTRACTOR agree as follows:

I. GENERAL PROVISIONS

1. Scope of Work

The CONTRACTOR shall be responsible for all work to be performed under this Contract, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste, and further shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services required to perform the collection and disposal of recyclables. Such service shall be provided for all applicable properties within the corporate limits of the VILLAGE of STEGER and any territory hereinafter annexed, all in accordance with this contract. The CONTRACTOR acknowledges that it is familiar with the number and type of properties to be served within the VILLAGE, and is familiar with the projected growth of the VILLAGE boundaries.

2. Exclusive Grant

The VILLAGE agrees that in consideration of the faithful performance of the obligations herein undertaken by the CONTRACTOR, the VILLAGE, by execution of this contract, grants to the CONTRACTOR, for the term of this Contract only, the sole and exclusive license to collect and dispose of municipal waste, landscape waste, and recyclables from all applicable properties within the corporate limits of the VILLAGE of STEGER and any territory hereinafter annexed.

3. CONTRACTOR'S Private Work

The CONTRACTOR may, at its option, contract separately for work as a private scavenger or hauler and charge customers covered by this Contract for services not provided in this Contract, or contract with customers not covered by this Contract. Any such private work shall be in accordance with all federal, state and VILLAGE laws, and shall not interfere with the CONTRACTOR'S performance under this Contract.

4. Contract Period

The initial term of this Contract shall be five (5) years, commencing on January 1, 2012 and shall remain in full force and effect through midnight of December 31, 2016. At the expiration of the initial five (5) year period the VILLAGE reserves the right to renew and extend the contract for an additional period of one (1), two (2), or three (3) years. In the event that the VILLAGE desires to extend the Contract after the initial period, the CONTRACTOR shall be so notified, in writing, by the VILLAGE no later than 180 days before the expiration of the initial term.

Within twenty-one (21) days of such notification by the VILLAGE, the Parties agree to engage in good faith negotiations to develop rates and terms for the extension period. In the event that the Parties are unable to reach an agreement as to rates and terms for the extension period by December 31, 2016, the Contract shall terminate at the end of the initial term, unless both parties mutually agree to extend the negotiation period.

5. Compliance With Applicable Laws

The CONTRACTOR shall comply with all Federal, State, and local laws, ordinances, rules and regulations governing the work required under the terms of this Contract.

6. Compliance With Equal Employment Opportunity Act and Illinois Human Rights Act

During the term of this Contract, the CONTRACTOR shall comply with the Equal Employment Opportunity Act and the Illinois Human Rights Act. The CONTRACTOR shall have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability or age as required by law. Findings of non-compliance with applicable Federal or State equal employment opportunity laws may be constitute cause for termination of this Contract.

7. Permits, Licenses, Certifications and Taxes

The CONTRACTOR shall secure and pay for, at its expense, all necessary permits, licenses and certificates required to perform the work herein. The CONTRACTOR shall maintain said permits, licenses and certificates in full force and effect during the term of this Contract, and shall comply with all requirements thereof. No work shall proceed or commence without said necessary permits, licenses, and certificates. The VILLAGE shall waive the annual business license/scavengers license fee to the CONTRACTOR for the term of this agreement.

The CONTRACTOR shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the VILLAGE or the CONTRACTOR in connection with the CONTRACTOR'S facilities and the work included in this Contract. The VILLAGE is exempt from paying certain taxes, including Federal Excise Tax, State and Local Retailers' Occupation Tax, Use Tax and Service Use Tax.

8. Independent CONTRACTOR

The CONTRACTOR shall be deemed to be an independent CONTRACTOR, solely responsible for the control and payment of its operations and employees.

9. Performance Bond

At the time of the execution of the Contract, the CONTRACTOR, at its expense, shall provide the VILLAGE with a performance bond in the amount of three hundred thousand dollars (\$300,000.00), which shall be maintained in full force and effect throughout the term of this Contract and any extensions thereof. Said bond shall be executed with a surety company licensed to do business in the State of Illinois and acceptable to the VILLAGE and shall be subject to approval as form and content by the VILLAGE'S attorney. This Contract shall not be executed unless said performance bond had been delivered and approved as herein provided. No work shall commence or proceed without said performance bond being approved and in full force and effect. Failure to provide or maintain said performance bond in full force and effect shall be cause for termination of this Contract.

10. Insurance

The CONTRACTOR shall carry in its name, at its own expense, at least the following insurance coverage:

- (a) Workers' Compensation and Occupational Disease Insurance - Statutory amount for Illinois;
- (b) Vehicle Liability Insurance:
 - (1) Bodily injury, with limits of not less than \$3,000,000 each person and not less than \$5,000,000 per occurrence.
 - (2) Property damage, with limits of not less than \$3,000,000 per occurrence

Vehicle Liability and General Liability insurance policies. The CONTRACTOR shall furnish annually the VILLAGE with policy information which evidences compliance with the insurance requirements set forth herein, and with a certificate of insurance attesting to the required overages for the full term of the contract, including the 30 day notice requirements. No work shall commence or proceed without said insurance overages being in full force and effect.

- (c) General Liability Insurance:
 - (1) Bodily injury, with limits of not less than \$3,000,000 per person and not less than \$5,000,000 per occurrence.

- (2) Property damage, with limits of not less than \$3,000,000 for each incident and \$5,000,000 per occurrence.
 - (3) Contractual insurance - broad form, with limits of not less than \$3,000,000 each occurrence and no more than \$5,000,000 each occurrence.
- (d) Umbrella or excess liability coverage of \$10,000,000 per occurrence and in the aggregate.
- (e) The insurance coverage shall be written with insurance companies licensed to do business in the State of Illinois and acceptable to the VILLAGE. All insurance premiums shall be paid without cost to the VILLAGE. Said policies shall provide that they may not be cancelled or reduced without thirty (30) days prior written notice to the VILLAGE. In the event of any cancellation or reduction, the CONTRACTOR is responsible for obtaining new insurance coverage. The CONTRACTOR shall name the VILLAGE as an additional insured on each policy for any liability arising out of the CONTRACTOR'S work.
- (f) The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way limit the liability of the CONTRACTOR under the terms of this Contract. The CONTRACTOR shall procure and maintain, at its own cost and expense, any additional types and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the execution of the work.

11. Indemnification

The CONTRACTOR shall indemnify, defend, save and hold harmless the VILLAGE, its officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including worker's compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the VILLAGE may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any person, or damage to or injury to real estate or personal property, in any way resulting from, out of, or in connection with, or pursuant to this Contract, caused by the operations of the CONTRACTOR, its agents, employees, or any Subcontractors in performance of the work to be conducted.

The CONTRACTOR expressly understands and agrees that any performance bond or insurance coverage required by this Contract, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the VILLAGE, and to pay expenses and damages as herein provided.

12. Default

All terms and conditions of the Contract are considered material and the failure of the CONTRACTOR to perform any of said terms and conditions shall be considered a breach of the Contract. If the CONTRACTOR fails to perform according to the terms and conditions herein, or fails to collect and/or dispose the municipal waste and landscape waste, and fails to collect and/or market the recyclables as required herein for more than seven (7) consecutive working days, the VILLAGE shall reserve the right to determine if there has not been sufficient cause to justify such lack of performance. If in the VILLAGE'S judgement, sufficient cause has not been demonstrated, then the VILLAGE shall serve notice, identifying the contract violations and stating that this contract

shall be deemed in default if the CONTRACTOR does not take action to correct the violation or re-establish the schedule within three (3) days of said notice. If, at the end of the three (3) day period, the CONTRACTOR has not made the necessary corrections, the VILLAGE shall take such steps as are necessary to furnish services according to the collection requirements provided in this Contract, and shall have the right to terminate the Contract. The CONTRACTOR shall be liable for any and all costs of such steps from the date of the notice of default. The remedies provided herein shall not be exclusive, but shall be in addition to any other remedy available to the VILLAGE including, but not limited to, claim on the performance bond, or other legal or equitable remedies. The failure of the VILLAGE to declare a default or insist on performance of any specific term or condition shall not constitute a waiver on the part of the VILLAGE to declare a default by the continuing or subsequent failure of the CONTRACTOR to perform according to the terms and conditions of the Contract.

In the event the CONTRACTOR shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the Contract shall immediately terminate; and in no event shall the Contract be, or be treated as, an asset of the CONTRACTOR after adjudication of bankruptcy. If the CONTRACTOR shall become insolvent or fail to meet its financial obligations, then the Contract may be terminated at the option of the VILLAGE upon seven (7) days written notice to the CONTRACTOR and in no event shall the Contract be, or be treated as, an asset of the CONTRACTOR after the exercise of said option by the VILLAGE.

In any event where the CONTRACTOR has not performed the work, even if such failure is caused by strikes, acts of God, or "force majeure", beyond the CONTRACTOR'S control, the CONTRACTOR shall not be paid.

13. Non-assignment of Contract

This Contract is unique and has been awarded by the VILLAGE based upon the specific evaluation of the CONTRACTOR, and the ability of the CONTRACTOR to perform the work. This Contract is not assignable by the CONTRACTOR either voluntarily or involuntarily, or by process of law, without the prior written consent of the VILLAGE, and shall not be or come under the control of creditors, or a trustee or trustees of the CONTRACTOR in case of bankruptcy, or insolvency of the CONTRACTOR. Any attempt to assign the Contract shall subject the Contract to immediate termination by the VILLAGE.

14. Non-Collection Due to Improper Material or Procedure.

If material is not collected due to non-compliance with State Statute, the Contractor shall leave the resident a card, note, or "door hanger" to 1.) identify the specific reason for non-collection and 2.) explain the proposed recourse the resident should take to alleviate the dispute

15. Disputes

The CONTRACTOR'S performance of the work under this Contract shall be observed and monitored by the VILLAGE. Should the VILLAGE determine during the life of the Contract that the CONTRACTOR has not performed satisfactorily, the CONTRACTOR, upon notification from VILLAGE, shall increase the work force, tools and equipment as needed to properly perform to the satisfaction of the VILLAGE. The failure of the VILLAGE to give such notification shall not relieve the CONTRACTOR of his/her obligation to perform the work at the time and in the manner specified.

16. Title to Municipal Waste, Landscape Waste and Recyclables

Title to municipal waste, landscape waste and recyclables shall pass to the CONTRACTOR when the materials are placed into the collection vehicle.

17. Notices

All notices required by this Contract shall be in writing and shall be delivered in person or sent by first class mail with sufficient postage prepaid, or by certified/ return receipt requested mail with sufficient postage and certification fees fully prepaid. Notices delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the United States Postal Service postmark. Notices to the parties shall be made and addressed to the following:

If to the VILLAGE:

Village President
VILLAGE of STEGER
35 West 34th Street
STEGER, IL 60475

If to the CONTRACTOR:

Any changes of address may be sent by furnishing written notice to the other party

18. Severability

The invalidity of one or more of the phrases, sentences, clauses or subsections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of this Contract can be determined and effectuated.

19. Law to Govern and Venue

The laws of the State of Illinois shall govern this contract and venue shall be in Will County, Illinois.

20. Right to Require Performance

The failure of the VILLAGE, at any time, to require performance by the CONTRACTOR of any term or condition in this Contract shall in no way affect the right of the VILLAGE thereafter to enforce said term or condition. Nor shall waiver by the VILLAGE of any breach of any term or condition of this Contract be taken or held to be a waiver of any succeeding breach of any such term or condition or a waiver of the term or condition itself.

21. Reporting

The CONTRACTOR shall keep records of solid waste disposal, recycling and landscape waste collection, activities including without limitation, recycling participation rates, the amount of solid waste, recyclables, or landscaping waste collected and shall provide this information to the Village at the Village's request.

II. GENERAL OPERATING REQUIREMENTS

1. Identification of Applicable Properties for Collection

The applicable properties located in the VILLAGE for which collection and disposal services of municipal waste, landscape waste and recyclables shall be provided pursuant to this Contract are as follows: all single-family, townhouse, and duplex residential dwellings, and all multi-family residential of up to 3 units. All properties that are commercial, multi-family in excess of three (3) units, and mixed use, defined as a residential/commercial unit shall be excluded from this Contract.

2. Collection Times

The starting time shall not commence for the pick service described herein shall not commence earlier than 7:00 am and shall cease by 7:00 pm on any pick up day. All materials placed out for collections must be placed at the curb by 6:00 am on the designated service day.

3. Initial Start-Up Date Collection of Refuse, Recyclables and Yard Waste

January 1, 2012	Refuse and Recyclables
April 1, 2012	Yard Waste

ALL COLLECTIONS ON SAME DAY

The CONTRACTOR shall give the VILLAGE at least 30 days written notice to any proposed route or schedule change.

4. Holidays

Holidays to be observed by the CONTRACTOR are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No pick-up will be rendered on such holidays. Regular service shall be established on the next calendar day.

5. Storage of CONTRACTOR'S Equipment and Materials

No equipment or materials used to provide collection service shall be stored on any property, public or private, within the corporate limits of the VILLAGE unless otherwise agreed to by the parties, in writing.

6. Public Information

No later than JANUARY 1, 2012, the CONTRACTOR, at its expense, shall develop, print and distribute to all residential customers, a brochure, approved by the VILLAGE, explaining the solid waste, landscape, and recycling programs covered under this contract. The brochure shall be updated and distributed whenever there is a change in the service or programs provided, including changes in collection times. The brochure shall include a telephone number of the CONTRACTOR to be used for customer complaints as required herein. A sufficient supply of brochures shall be provided to the VILLAGE by the CONTRACTOR for the VILLAGE to distribute in the VILLAGE HALL and to distribute to new residents.

7. Customer Complaints

The CONTRACTOR shall maintain an office and telephone service, with either a local exchange or a toll-free number, for the receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the CONTRACTOR shall immediately investigate; and if verified, shall arrange for pick-up of said waste within 24 hours day after the complaint is received. The CONTRACTOR shall notify customer directly within 24 hours of complaint to verify action taken. When requested, the CONTRACTOR shall report to the VILLAGE the status of service calls or complaints and shall maintain a daily log of such calls or complaints received, which record shall be open to the VILLAGE for inspection at any reasonable time. The CONTRACTOR shall notify customer directly within one business day of complaint to verify action taken. The CONTRACTOR'S local telephone number is _____.

8. Disposal Site Required

The CONTRACTOR shall have available for use throughout the contract term an Illinois Environmental Protection Agency permitted site (s) for the ultimate disposal of all waste under this Agreement or a permitted site in the State of Indiana.

9. Sufficient Financial and Equipment Capabilities

The CONTRACTOR shall have the necessary financial ability and sufficient equipment to satisfy the requirements placed upon it under the terms of this contract.

10. Standard of Performance

The CONTRACTOR shall undertake to perform all disposal services rendered hereunder in a neat, orderly and efficient manner, to use care and diligence, and to provide neat, orderly and courteous personnel on its crews and courteous and knowledgeable personnel in its customer service function.

11. Employees and Conduct

The CONTRACTOR shall prohibit any drinking of alcoholic beverages or the use of any controlled substances, except by doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties required under the terms of this contract.

In the event that any of the CONTRACTOR'S employees is deemed by the VILLAGE to be unfit or unsuitable to perform the services required under the terms of this proposal as a result of intoxication, drug use, incompetence, or by virtue of abusive or obnoxious behavior; then, upon request of the VILLAGE, the CONTRACTOR shall remove such employee from work within the VILLAGE and replace him/her with a suitable and competent employee.

CONTRACTOR shall provide courteous personnel on its collection crews and courteous and knowledgeable personnel in its customer service function.

12. Prevailing Wage

The CONTRACTOR shall comply with all prevailing wage requirements and all labor regulations enforced by state or federal agencies.

13. Current Estimate of Residential Service Units

The following is the estimated number of residential service units in the VILLAGE: 3,250. The VILLAGE disclaims any warranties and or accuracy of these numbers.

14. Vehicles

All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on the VILLAGE streets that leak any fluids from the engine or compacting mechanism. All vehicles shall display the name of the CONTRACTOR, a local telephone number, and a vehicle identification number that is clearly visible on both sides of the vehicle. CONTRACTOR shall be responsible for cleaning any fluids, municipal waste, landscape waste or recyclables that leak or otherwise spill from any vehicle.

III. PROGRAM DESCRIPTIONS

All items placed out for collection by residents must be at the curb or alley by 6:00 a.m. on the designated collection day. The CONTRACTOR shall handle all carts, cans, and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or by the alley side where the containers were initially placed. In the event the CONTRACTOR cannot accept certain restricted items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted.

A Municipal Waste Collection

A.1 Definition: Municipal waste shall include garbage, refuse, or waste material resulting from operation of residential units which are not defined as RECYCLABLES or LANDSCAPE WASTE. The definition of municipal waste shall not include automotive tires, broken concrete, building materials, rocks, soil, white goods, household hazardous wastes such as paints, oils, solvents or other materials that may present a fire hazard, any single household item too large to be placed in a compactor-type truck or for one person to reasonably manage, construction and/or demolition material, and/or material(s) resulting from fires, floods or evictions.

A.2 Frequency of Collection: Once each week.

A.3 Containers: The CONTRACTOR shall provide each unit subject to collection under this agreement with one (1) wheeled 96-gallon cart for the purpose of the placement of refuse materials for weekly collection. The CONTRACTOR shall deliver the carts to new units that are constructed over the term of the agreement. The CONTRACTOR shall be responsible for the general maintenance of the cart (excepting odor and cleanliness) and shall repair or replace said carts in the event of breakage through normal wear and tear. Carts damaged through abuse or neglect will be replaced at the cost of the resident. Residents that are senior citizens may request and receive a 64-gallon cart. Additional refuse carts may be rented for \$4.00 per month with a minimum 12-month rental (delivery charges may apply).

A.4 Service Levels: The CONTRACTOR shall provide once per week the collection of garbage, refuse and yard waste materials and every other week for recyclables for all occupied UNITS within the VILLAGE. All GARBAGE and REFUSE as herein defined that is designated for collection and disposal may be placed in the 96 gallon cart or in covered cans or containers not to exceed thirty (32) thirty-two gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. Heavy duty bags which are securely fastened shall be considered proper containers so long as they do not exceed thirty (30) gallons capacity and are fifty (50) pounds or less in weight. Cans, containers and/or heavy-duty bags must be placed at the curb or roadway.

A.5 Bulk Item Service: Bulk items are defined, including but most limited to large items such as couches, chairs, mattresses and tables and other furniture pieces. Bulk items, as defined herein, are considered subject to collection by the CONTRACTOR'S according to the terms and definitions of this contract. The CONTRACTOR will make available the collection of (1) one bulk item per week at no additional cost to the resident. Individual residents will be responsible to contact the CONTRACTOR and make arrangements for collection of additional bulk items on an individual basis.

A.6 Special Pick up and Optional Service: All other solid waste materials not heretofore provided for shall be collected and disposed of in unlimited quantity as a special pick up. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. Such items shall include white goods, 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. Such items shall be arranged for pick up between Customer and CONTRACTOR or other independent CONTRACTOR at a special charge to Customer. The CONTRACTOR will make available 10, 15, 20 and 30 cubic yard containers for this purpose

A.7 Public Building/Areas Collection: CONTRACTOR shall be required to collect municipal waste and recyclable materials via commercial containers, provided by the CONTRACTOR at or before the commencement date of this contract, twice per week at no cost from containers in public areas as described as follows:

VILLAGE Hall/Police Department
35 W. 34th Street

One 4-yard container

Public Works Building
3043 Lewis Avenue

One 6-yard container

ESDA Garage

3035 Lewis Avenue	One 2-yard container
Fire Station #1 HQ 3320 Lewis Avenue	One 2-yard container
Community Center 3501 Hopkins Avenue	One 6-yard container
Veterans Park 3545 Phillips Avenue	One 6-yard container
Harold Hecht Park 3240 Morgan Street	One 6-yard container

The VILLAGE may add additional VILLAGE owned or leased buildings or property without additional charge for once per week commercial collection.

A.8 Municipal Dumpsters At the request of the Village, The Contractor shall provide for up to 12 roll-off boxes for Village sponsored special events, festivals and clean up projects. The Contractor, at its discretion, shall provide for 10, 15, and 20, and 30 cubic yard containers depending on the size and nature of the event at no charge to the Village provided that each container weigh no more than 5 tons. The Village may require additional containers or services at a method and price to be agreed upon by both parties.

A.9 Disposal: All waste, as defined in this section, shall be removed from the VILLAGE at the close of each day of collection and shall be disposed of at a lawfully operated regional pollution control facility(ies) at the CONTRACTOR'S sole expense. The CONTRACTOR warrants that sufficient sites for the disposal of said solid waste will be available to the CONTRACTOR during the full term of the contract and any renewal thereof.

A.10 Equipment to be used by CONTRACTOR: The CONTRACTOR agrees to collect all municipal waste in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the CONTRACTOR will use care to see that no litter or scattering of waste material occurs by providing a suitable covering.

B. Recyclables Collection

B.1 Definition: Aluminum food and beverage containers, metal cans, bi-metal cans, glass food containers, newspapers, corrugates containers, chipboard, magazines, mixed paper, and other such materials as the parties may agree to in writing. The Customer shall sort materials and place them into a separate container for pick-up by the CONTRACTOR. (See Attachment A)

B.2 Frequency of Collection: Collection shall be every other week. The collection shall be on the same day as municipal waste collection.

B.3 Service Level: Unlimited collection of the materials defined herein as part of monthly rate.

B.4 Containers: The CONTRACTOR shall provide each unit subject to collection under this agreement with one (1) wheeled 64-gallon cart for the purpose of the placement of recyclables for weekly collection. The CONTRACTOR shall deliver the carts to new units that are constructed over

the term of the agreement. The CONTRACTOR shall be responsible for the general maintenance of the carts (excepting odor and cleanliness) and shall repair or replace said carts in the event of breakage through normal wear and tear. Carts damaged through abuse or neglect will be replaced at the cost of the resident. Residents that are senior citizens may request and receive a 35-gallon cart. Additional recycling carts may be rented for \$4.00 per month with a minimum 12-month rental (delivery charges may apply).

B.5 Separate Vehicle Pick-up Required: Recyclable material shall not be co-mingled with municipal waste. A separate recycling pick-up shall be required with a separate vehicle.

B.6 Disposal: All recyclables shall be collected, separated and otherwise treated so as to facilitate the sale of said materials to end-use markets or recycled material brokers. No materials collected as recyclable may be deposited in a landfill or waste incinerator, but shall be recycled regardless of the income received or the cost to the CONTRACTOR resulting from the sale of said materials.

B.7 Revenues: CONTRACTOR shall be allowed to keep all revenues from the sale of the above referenced materials.

C. Landscape Waste Collection

C.1 Definition of Landscape Waste: All accumulations of grass or shrubbery cuttings, leaves, tree limbs, (as stated below), 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 5/3.20.

C.2 Frequency of collection:

All Landscape waste, including brush and other branches: One day each week from April 1st through November 30th of each year.

C.3 Service Levels:

(a) Tree Limbs, brush and other branches: Limbs must be cut into four (4) feet lengths, bundled and tied with biodegradable string or twine. Each bundle not to exceed fifty (50) pounds in weight.

(b) Lawn Clippings, Leaves, and Other Landscape Waste: All landscape waste material, except bundled braches, must be placed in a "kraft" type bags or 32 gallon containers not to exceed 50 lbs.

C.4 Separate Vehicle Pick-up Required: Landscape waste shall not be co-mingled with any other municipal waste. A separate landscape waste pick-up shall be required with a separate vehicle.

C.5 Disposal: All landscape waste shall be disposed of at a lawfully operated landscape waste composting facility. Said facility may treat, compost, grind, or land apply said landscape waste. No landscape waste may be disposed of at a landfill or solid waste incinerator unless otherwise in compliance with laws of Illinois or Indiana.

C.6 Christmas Trees: The CONTRACTOR will collect Christmas trees on the regular pick up day throughout the month of January.

IV. The Contractor at its expense shall provide for Street Sweeping of the curbed roadway within the Village once between April 15 and May 15 and October 15 and November 15 of each year. The miles of curbed road service is yet to be determined, but will be available at the Pre-Bid Conference October 3, 2011 at 4pm or by phoning the Steger Village Hall at 708-754-3395. The Village does not warrant the accuracy of this figure.

V. PAYMENT OF CONTRACTOR AND BILLING OF ACCOUNTS

(A) Customer Identification and Billing Address. Upon request of the VILLAGE, CONTRACTOR shall furnish the name and address of each residential unit receiving service under the terms of this contract.

(B) Billing for municipal solid waste, recyclables and tree limbs and the scheduled landscape waste collections shall be included in the base monthly rate.

(C) Payment of CONTRACTOR. The CONTRACTOR'S monthly UNIT rate for all services provided in this contract for the period of January 1, 2012, through December 31st, 2016, shall be as follows:

CONTRACT YEAR	Monthly UNIT Rate
January 1, 2012 through December 31, 2012	\$ _____
January 1, 2013 through December 31, 2013	\$ _____
January 1, 2014 through December 31, 2014	\$ _____
January 1, 2015 through December 31, 2015	\$ _____
January 1, 2016 through December 31, 2016	\$ _____

A \$2.00 senior discount will apply to all qualified seniors citizens that are at least 65 years older and that own and occupy their dwelling for the term of this agreement.

(D) FUEL SURCHARGE

For the purpose of this agreement the contractor has used \$3.40 per gallon as the cost of diesel fuel. In the event the average annual price of diesel increases to more than \$4.00/gallon for over a 12-month period as published by the Energy Information Administration (EIA), then the contractor may charge a fuel surcharge. For every \$0.10/gallon increase over \$4.00/gallon, the contractor will charge an additional \$0.05/home/month. The fuel surcharge is in addition to yearly price adjustments.

(E) Fees: The above prices include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the City's Solid Waste (the "Fees"). Any increase in the Fees or any new Fees imposed that specifically impact general business conditions or permitted pollution control facilities (i.e. landfills, transfer stations, compost facilities) following the date of this Agreement, the parties agree to negotiate in good faith any such price increases provided that the CONTRACTOR provides evidence of the increase to the VILLAGE. In addition, in the event that changes with Federal or state statute or regulation, there occurs a change in the regulatory requirements which requires further separation of municipal solid waste which has general applicability to similar waste haulers and which materially increases the CONTRACTOR'S costs, the parties agree to negotiate in good faith any such price increases.

(F) Billing: The CONTRACTOR will perform the billing and collection of fees from each UNIT within the VILLAGE. The CONTRACTOR will individually invoice each UNIT within the VILLAGE on a quarterly basis for the services provided herein. The VILLAGE agrees to cooperate and assist the CONTRACTOR in any means permissible to insure the collection of all funds due for the service performed, either on current or delinquent basis can be undertaken and receipt assured. If deemed necessary, the VILLAGE will modify the any of its

regulatory ordinances regarding health, welfare, and safety to insure that the VILLAGE residents adhere to this contract and the services provided hereunder. The VILLAGE further agreed to cooperate to provide the CONTRACTOR with assistance regarding evictions, move ins, move outs or any other notification that will assist in the execution of this contract.

(G) Upon request of the Village, CONTRACTOR shall furnish the name and address of each residential unit receiving service under the terms of the contract

VI. EXECUTION

This Contract entered into on the date first written above.

VILLAGE of STEGER:

CONTRACTOR: _____

By: _____
Louis Sherman-VILLAGE President

By: _____
(name) – Senior Manager

Attest: _____
Carmen S. Recupito, Jr.- VILLAGE Clerk

Attest: _____

ATTACHMENT A - RECYCLING PROGRAM

The list of items below represents the current materials currently being accepted. This list may expand or contract due to market conditions upon the mutual consent of the Parties.

LIST OF RECYCABLES

UBC
TIN STEEL CANS
ALUMINUM FOIL
GLASS CONTAINERS
1 PET SODA, WATER, FLAVORED BEVERAGE BOTTLES
#2 HDPE-NATURAL CONTAINERS
#2 HDPE-PIGMENTED CONTAINERS
PET CONTAINERS

RESIDENTIAL PAPER FIBER

NEWSPAPER (70 TO 90% BY WEIGHT)
NEWSPAPER INSERTS
MIXED PAPER (10 TO 30% BY WEIGHT)
CARDBOARD (NO WAX)
CARRIER STOCK (SODA & BEER CASES)
CATALOGS & TELEPHONE BOOKS
CHIPBOARD (CEREAL, CAKE, & FOOD MIX BOXES)
JUNK MAIL
KRAFT PAPER
MAGAZINES
OFFICE PAPER

