

RESIDENTIAL SOLID WASTE & RECYCLING SERVICES AGREEMENT

BETWEEN

FREMONT TOWNSHIP

AND

DATED: _____

TABLE OF CONTENTS

		<u>Page</u>
PREAMBLE		1
ARTICLE I	DEFINITIONS	
Section 1.1	Definitions	1
Section 1.2	Rules of Construction	3
ARTICLE II	SCOPE OF SERVICES	
Section 2.1	General Services	3
Section 2.2	Revenue Collection	4
Section 2.3	Right-of-Way Services	4
Section 2.4	Modification of Required Services	4
Section 2.5	Brochure	4
ARTICLE III	TERM OF AGREEMENT	
Section 3.1	Term of Agreement	5
ARTICLE IV	SOLID WASTE COLLECTION AND DISPOSAL	
Section 4.1	Residential Waste	5
Section 4.2	Landscape Waste	6
Section 4.3	Recyclable Materials	7
Section 4.4	Private Services	8
Section 4.5	Vacant Properties	9
Section 4.6	Township Special Events	9
Section 4.7	Vacation Stop	9
Section 4.6	Disposal	10
Section 4.7	Solid Waste Collection Data	11
ARTICLE V	COMPENSATION	
Section 5.1	Residential Service	11
ARTICLE VI	REVENUE COLLECTION	
Section 6.1	Billing of Accounts	12
Section 6.2	Private Service	12
ARTICLE VII	TITLE TO RESIDENTIAL MATERIALS	
Section 7.1	Title to Residential Materials	12
ARTICLE VIII	RECYCLABLE MATERIALS	
Section 8.1	Recyclable Materials Collection Service	12

ARTICLE IX	CUSTOMER SERVICE STANDARDS	
Section 9.1	Office and Telephone.....	13
Section 9.2	Minimum Customer Service Standards.....	13
Section 9.3	Liaison.....	15
ARTICLE X	BREACH; EVENTS OF DEFAULT AND REMEDIES	
Section 10.1	Breach by Contractor	15
Section 10.2	Breach by Township	15
Section 10.3	Events of Default and Remedies of Township	16
Section 10.4	Events of Default and Remedies of Contractor	17
Section 10.5	Force Majeure.....	17
ARTICLE XI	INSURANCE AND INDEMNIFICATION	
Section 11.1	Insurance	18
Section 11.2	Indemnification	18
ARTICLE XII	MISCELLANEOUS	
Section 12.1	Non-Assignability	19
Section 12.2	Equal Employment Opportunity	19
Section 12.3	Prevailing Wages.....	20
Section 12.4	Performance Bond.....	21
Section 12.5	Equipment to be Used by Contractor	21
Section 12.6	Compliance with Laws.....	22
Section 12.7	Care and Performance.....	22
Section 12.8	No Alcohol or Drugs.....	22
Section 12.9	Governing Law.....	22
Section 12.10	Severability.....	22
Section 12.11	Entire Agreement.....	22
Section 12.12	Notices.....	23
Section 12.13	Publicity.....	23

EXHIBITS

EXHIBIT A	Pricing Sheet
EXHIBIT B	Insurance Provisions
EXHIBIT C	Township Collection Sites

This SOLID WASTE & RECYCLING SERVICES AGREEMENT ("Agreement") is made and entered into _____, 2019 by and between _____, (the "Contractor") and Fremont Township, Illinois (the "Township").

PREAMBLE

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

WHEREAS, the Township is authorized pursuant to the provisions of the Township Code (60 ILCS 1/210) and by a referendum passed by a majority of voting residents to pursue an agreement to provide for the collection, transportation and management of Residential Materials; and

WHEREAS, the Township desires to enter into this Agreement to provide Residential Materials collection, transportation and disposal services for single-family and multi-family (4 units or less) residential properties and Township-owned facilities, and to set the rates and charges relating to such services; and

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

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the Township, is willing to collect, transport and properly manage Residential Materials at a facility or facilities selected in accordance with the terms of this Agreement.

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

ARTICLE I DEFINITIONS

Section 1.1 Definitions

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

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

pursuant to the Agreement, but not the 88 homes located in the Woods of Ivanhoe or the 117 homes in Ivanhoe Estates. (Note: this definition will be modified to include the two mobile home parks if they decide to opt into the Agreement.)

- f) "Event of Default" means a declaration of default by either the Township or the Contractor, as described in greater detail in Article X of this Agreement.
- g) "Food Scraps" mean garbage that is capable of being composted and as further defined in 415 ILCS 5/3.197.
- h) "Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.
- i) "Township Collection Sites" means those public areas owned or maintained by the Township from which the Contractor is required to collect Residential Materials pursuant to this Agreement, as identified in Exhibit C to this Agreement.
- j) "Private Service" means the collection of refuse and waste by the Contractor from Customers, pursuant to separate agreements or arrangements between a Customer and the Contractor.
- k) "Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans; clear, green and brown glass bottles and jars; newspapers, magazines, and mixed papers (junk mail, chipboard, white and colored paper, brown kraft paper bags); corrugated cardboard, #1 PETE plastic containers and #2 HPDE plastic containers, #3 - #5 plastic containers and any other material or materials which the Township identifies as a "Recyclable Material" subsequent to the execution of this Agreement, pursuant to Section 8.1(e) of this Agreement.
- l) "Residential Materials" means Residential Waste, Recyclable Materials, Landscape Waste, and any other similar materials.
- m) "Residential Service" has the meaning set forth in Section 2.1 of this Agreement.
- n) "Residential Waste" means garbage, refuse, industrial, lunchroom or other waste, and other material described at 415 ILCS 5/3.290 resulting from operation of single-family and multi-family residential properties and from community activities; provided, however, that "Residential Waste" shall not include Recyclable Materials or Landscape Waste.
- o) "State" means the State of Illinois.
- p) "Street-side" means within four (4) feet of the curb or edge of street pavement in front of a Customer's property.
- q) "Township" means Fremont Township, Illinois.
- r) "Township Container" means a front-loading container suitable for automated waste and recycling collection by private waste haulers from a Municipal Collection Site.

- s) "Landscape Waste Sticker" means a sticker or tag to be sold by the Contractor or its agents and that is to be affixed to Landscape Waste designated for collection from a Customer who places for collection on a given pick-up day cans, bags or bundles of Landscape Waste.
- t) "Wheeled Cart" means a two-wheel durable, plastic, lidded container suitable for curbside automated waste and recycling collection by private waste haulers. A Large Wheeled Cart shall have a capacity of approximately 95 gallons, a Medium Wheeled Cart shall have a capacity of approximately 65 gallons, and a Small Wheeled Cart shall have a capacity of approximately 35 gallons.
- u) "White goods" means the items so defined by section 22.28 of the Illinois Environmental Protection Act.

Section 1.2 Rules of Construction

- a) Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.
- b) Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
- c) Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

**ARTICLE II
SCOPE OF SERVICES**

Section 2.1 General Services

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

- a) Residential Waste. Collection and transportation and disposal of Residential Waste as more particularly described in Section 4.1 of this Agreement.
- b) Landscape Waste and Food Scraps. Collection, transportation and disposal of Landscape Waste and Food Scraps as more particularly described Section 4.2 of this Agreement.
- c) Recyclable Materials. Collection, transportation and disposal of Recyclable Materials as more particularly described in Section 4.3 of this Agreement.

d) Containers for Customers. The Contractor shall provide refuse carts and containers as follows:

- (i) For each Limited Service Customer, the Contractor shall provide one (1) Medium Wheeled Cart (65 gallon) and for each Unlimited Service Customer the Contractor shall provide one (1) Large Wheeled (95 gallon) Cart for Residential Waste, at the cost of the Contractor.
- (ii) For each Customer, the Contractor shall provide one (1) Medium Wheeled Cart for Recyclable Materials, at the cost of the Contractor.

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

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

f) Books and Records; Audits. Contractor shall permit access to all relevant books, records, accounts and work sites by personnel of the Township. In addition, the Township shall have the right, upon reasonable notice to Contractor, to undertake appropriate audits to ensure compliance by Contractor with the terms of this Agreement.

Section 2.2 Revenue Collection

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

Section 2.3 Right-of-Way Services

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

Section 2.4 Modification of Required Services

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

Section 2.5 Brochure

Upon execution of this Agreement, the Contractor, at its expense, shall be required to develop, print and distribute to all residential customers, and all new customers a brochure, approved by the Township, explaining the Residential Waste, Recyclable Materials and Landscape Waste/Food Scrap

programs covered under this Agreement. The brochure will include a method for customers to change their waste, recycling and/or landscape waste/food scrap services. The brochure shall be updated and distributed only if there is a change in services that warrants distributing a new brochure.

ARTICLE III TERM OF AGREEMENT

Section 3.1 Term of Agreement

The initial term of this Agreement shall commence on April 1, 2020 ("Commencement Date"), and end on March 31, 2026. Upon the mutual written consent of both parties, this Agreement can be extended for one-year periods for up to five (5) additional calendar years.

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

ARTICLE IV SOLID WASTE COLLECTION AND DISPOSAL

Section 4.1 Residential Waste

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

- a) Customer Selection of Service. Each Customer shall have Unlimited Service from the Contractor:
 - (i) Once-per-week subscription service ("Limited Service") which provides for collection by the Contractor of Residential Waste from one (1) Medium Wheeled Cart (65 gallon). For Limited Service the Customer shall pay the Contractor a flat monthly rate in accordance with Exhibit A of this Agreement. Under the Limited Service option, the Contractor shall have no obligation to collect Residential Waste beyond the maximum number or capacity of the Medium Wheeled Cart, unless the Customer affixes a Waste Sticker to each additional container placed by the Customer for collection.
 - (ii) Once-per-week subscription service ("Unlimited Service") which provides for collection by the Contractor of Residential Waste from one Large Wheeled Cart and an unlimited number of approved containers, and for which the Customer shall pay to the Contractor a flat monthly rate in accordance with Exhibit A of this Agreement.

Each Customer shall have an opportunity to inform the Contractor of the specific type of collection service selected and shall have the right to change from either service to the other one time within the first 30 days of the term of the Agreement without charge. Any service level changes after the first 30 days shall be charged in accordance with Exhibit A. The Contractor shall provide Unlimited Service to any Customer that has not specifically selected a type of service.

- b) Location of Service. The Contractor shall collect Residential Waste that is placed by each Customer at street-side in front of the Customer's property.

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

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

e) Containers. The Contractor shall furnish at no additional cost to the Customer an acceptable container for Residential Waste, which shall be a Large Wheeled Cart if the Customer chooses Unlimited Service and a Medium Wheeled Cart if the Customer chooses Limited Service. If a Customer chooses to use his own container for excess Residential Waste, it shall be a container of standard waterproof construction of durable metal or plastic material, with a tight-fitting cover and with handles, not exceeding a capacity of approximately thirty-two (32) gallons. The Contractor shall provide an additional Medium Wheeled Cart or Large Wheeled Cart, at the Customer's option, at a cost as listed in Exhibit A. All Wheeled Carts shall be of the same style, color, and configuration, to insure uniformity of appearance. All Wheeled Carts furnished by the Contractor shall be owned and maintained by the Contractor.

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

g) Township Site Collection and Annual Free Disposal Volume. The Contractor shall, without cost to the Township, at Township Collection Sites (see Exhibit C): (i) furnish Township Containers for the deposit of Residential Waste at each Township Collection Site; and (ii) collect, transport, and dispose of such Residential Waste at dates and times mutually agreeable to the Township and the Contractor.

h) Mobile Home Parks. (Note: If one or both of the mobile home parks opt into the Agreement, this section will be modified to reflect that.)

Section 4.2 Landscape Waste/Food Scrap Collection and Six Week Leaf Collection Program

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

a) Customer Selection of Landscape Waste/Food Scrap Service. Each Customer shall have the right to select one of the Landscape Waste services listed below:

- (i) Customer Subscription. Each Customer shall have the right to subscribe for Landscape Waste/Food Scrap collection service from the Contractor for a flat monthly rate that covers up to ten (10) metal or plastic containers or biodegradable paper "Kraft"-type bags, each container or bag not to exceed a capacity of 32 gallons. If the Customer places more than 10 containers or bags for collection, the Contractor shall have no obligation to collect the Landscape Waste/Food Scrap from the additional containers unless the Customer has affixed a Landscape Waste Sticker thereto.

- (ii) Pay per Bag/Sticker System: Once-per-week volume-based system, for which the Contractor shall collect Landscape Waste/Food Scrap once per week, and for which the Customer shall pay to the Contractor only in proportion to the quantity of Landscape Waste/Food Scrap collected from the Customer. If the Customer chooses to use the once-per-week volume-based service, the Contractor shall have no obligation to collect any Landscape Waste/Food Scrap in any container to which a Landscape Waste Sticker is not affixed.

b) Containers. The Contractor shall have no obligation to collect any Landscape Waste/Food Scrap unless such waste is either:

- (i) Placed in biodegradable paper “kraft”-type bags of a capacity not to exceed 32 gallons;
- (ii) Placed in metal or plastic cans of a capacity not to exceed 32 gallons; or
- (iii) If the Landscape Waste cannot reasonably be placed in bags or cans, securely tied with biodegradable string or twine, in bundles not to exceed four feet in length and 24 inches in diameter.

c) Christmas Trees. For all residential Customers (whether or not subscribers for Landscape Waste/Food Scrap collection services), the Contractor shall collect, transport, and dispose of any Christmas tree left curbside by any Customer between January 2 and January 25, at no cost to the Customer.

d) Location of Collection. The Contractor shall collect all Landscape Waste/Food Scrap that is placed by each Customer at street-side in front of the Customer's property.

e) Time of Collection. Customers are required to place Landscape Waste/Food Scrap containers at street-side by 6:00 a.m. on the designated day for collection. All Landscape Waste/Food Scrap shall be collected from each Customer by 7:00 p.m. on each designated day of collection, except as otherwise agreed between the Township and the Contractor, between April 1 and November 30 of each calendar year. The Contractor shall collect Landscape Waste/Food Scrap on the same day as the Contractor collects Residential Waste from the Customer.

f) Transport and Disposal. All Landscape Waste collected pursuant to this Section 4.2 shall be transported and disposed of in accordance with Section 4.6 of this Agreement.

g) Six Week Leaf Collection Program. In addition to the subscription and sticker options describe in this section, all Customers shall be provided the Six Week Leaf Collection program beginning in mid-October and running for a total of six weeks. Under the Six Week Leaf Collection program, (Text to be inserted once Township decides whether to include a six-week program and what type it chooses.) Under this program, the amount of leaves is unlimited.

h) Mobile Home Park. (Note: If one or both of the mobile home parks opt into the Agreement, this section will be modified to reflect that.)

Section 4.3 Recyclable Materials

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

a) Location of Collection from Customers. The Contractor shall collect all Recyclable Materials that are placed by each Customer at street-side in front of the Customer's property.

b) Time of Collection from Customers. Customers are required to place Recyclable Materials containers at street-side by 6:00 a.m. on the designated day for collection. All Recyclable Materials shall be collected from each Customer by 7:00 p.m. on each designated day of collection, except as otherwise agreed between the Township and the Contractor. The Contractor shall collect Recyclable Materials from each Customer at least once per week, on the same day as the Contractor collects Residential Waste from the Customer.

c) Containers. The Contractor shall furnish at no additional cost to the Customer, a Medium Wheeled Cart for Recyclable Materials. Once a year, beginning in 2021, and during the entire month of May, Customers will be allowed to upgrade the cart, at no charge, from a Medium Wheeled Cart to a Large Wheeled Cart one time during the term of this Agreement.

If the Customer chooses to use his own container for recyclables that exceed the capacity of the Cart provided by the Contractor, it shall be a container of standard waterproof construction of durable metal or plastic material, with a tight-fitting cover and with handles, not exceeding a capacity of approximately thirty-two (32) gallons. The Contractor shall provide an additional Medium Wheeled Cart or Large Wheeled Cart, at the Customer's option, at a cost as listed in Exhibit A.

All Wheeled Carts for Recyclable Materials shall be of the same style, color, and configuration, to insure uniformity or appearance. In addition, all Wheeled Carts for Recyclable Materials shall have a different color lid than the Residential Waste Wheeled Carts, shall have a recycling sticker or permanent stamp on the cart lid showing what items are accepted in the recycling program, and shall be approved by the Township prior to being ordered and used in the Township. Wheeled Carts shall be owned and maintained by the Contractor.

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

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

f) Electronic Devices Recycling. The Contractor shall provide year-round street-side collection of electronic devices (as defined by the IL Consumer Electronics Recycling Act) on at least a once a month basis.

g) Mobile Home Park. . (Note: If one or both of the mobile home parks opt into the Agreement, this section will be modified to reflect that.)

Section 4.4 Private Services

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

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

c) The Contractor shall charge Customers the cubic yard rate as set forth in Exhibit A for Private Services.

d) Any white goods collected in connection with the provision of Private Services shall be recycled for the scrap metal content of the good, or otherwise recycled in such a manner as technology shall allow. The Contractor shall charge Customers the per white good rate as set forth in Exhibit A.

e) The Contractor, upon receipt of a notice from the Township, shall provide any Customer in the Township a special emergency pick-up for garbage, refuse and miscellaneous waste materials, in circumstances requiring prompt disposition of the waste materials and where a delay in pick-up until the next regularly scheduled pick-up day would or might be injurious or detrimental to the health or welfare of the community. Any such special emergency service shall be completed at the direction of the Township. This provision does not and is not intended to provide free waste hauling service to the Township and its residents in the event of a natural disaster, such as tornado, windstorm, flooding or another similar occurrence. The Contractor shall charge for emergency services as set forth in Exhibit A. In the case of a natural disaster, if the Township decides it is necessary to provide disposal services to its residents the Contractor shall charge for such services as set forth in Exhibit A.

Section 4.5 Vacant Properties

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

Section 4.6 Township Special Events

There is only one special event included in this Agreement, the annual paper shredding event that the Contractor shall be required to provide one paper shredding truck each year during the term of the Agreement, at no cost to the Township.

Section 4.7 Vacation Stop

A Customer may request temporary suspension of Residential Waste and Recyclable Materials by giving notice to the Contractor, provided the suspension must be for at least 30 days and not exceed 90

days. The Contractor shall not bill the Customer for suspended services for the term of the temporary suspension.

Section 4.8 Disposal

- a) Residential Waste.
 - i) Residential Waste shall be removed from the Township at the close of each day of collection and shall be disposed of at one or more SWALCO-designated lawfully operated pollution control facilities at the Contractor's sole cost and expense. The SWALCO-designated facilities in operation at the time of execution of this Contract are the Countryside Landfill in Grayslake, the Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County, Illinois, the Lee County Landfill in Lee County, IL, and the Newton County Landfill in Newton County, Indiana.
 - ii) Notwithstanding the foregoing, the Township reserves the right to direct the location of disposal to another pollution control facility.
- b) Landscape Waste/Food Scrap. (Note: this language may be modified to remove the term "Food Scrap" if the Township decides not to offer this service under the Agreement.)
 - i) All Landscape Waste/Food Scrap shall be disposed of in a lawful manner, at a properly permitted landscape waste composting facility or facilities.
 - ii) Not less than 60 days prior to the date on which the Contractor commences disposal of Landscape Waste/Food Scrap at a particular location(s), the Contractor shall notify the Township in writing of the designation of such location. Notwithstanding the foregoing, the Township reserves the right to reject any proposed location, or to direct the location of disposal to an alternate Landscape Waste facility.
 - iii) No Landscape Waste/Food Scrap may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*) and approved in advance and in writing by the Township.
- c) Recyclable Materials.
 - i) All Recyclable Materials shall be collected, separated and otherwise treated to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.
 - ii) The Contractor shall deliver all collected Recyclable Materials to a recycling facility chosen by the Contractor. Notwithstanding the foregoing, the Township reserves the right to designate an alternate Designated Facility.

- iii) No Recyclable Materials may be deposited in a landfill or waste incinerator, unless approved in advance and in writing by the Township. The Contractor shall abide by the Rules and Regulations set forth by the Designated Facility. The Township may terminate this Agreement if the Contractor fails to abide by the Rules and Regulations set forth by the Designated Facility used for the processing of collected Recyclable Materials.
- d) In the event that the Township directs the disposal of any Residential Waste, Landscape Waste or Recyclable Materials to any alternate facility pursuant to this Section 4.6, the Township and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement because of an increase or decrease in realized costs.

Section 4.9 Solid Waste Collection Data

- a) The Contractor shall provide to the Township and SWALCO, on a quarterly basis, a report on the quantity, in tons, of: (i) Residential Waste collected within the Township, (ii) Recyclable Materials collected within the Township, and (iii) Landscape Waste/Food Scraps collected within the Township. The Contractor shall also provide data to the Township on the amount of electronic devices collected from the Township's street-side collection program.
- b) The Contractor shall prepare and deliver to the Township, at least once every 12 calendar months, a breakdown, by number, type and address of the Customers in the Township.
- c) The Contractor acknowledges and agrees that the Township will provide program data and other public information to each Customer upon request.

**ARTICLE V
COMPENSATION**

Section 5.1 Residential Service

- a) For providing the services described in this Agreement, the Contractor shall receive as compensation from each Customer the flat rates and volume rates set forth in **Exhibit A** attached to this Agreement, as adjusted pursuant to Section 5.1(b) of this Agreement. The Contractor shall not impose or assess any fuel surcharges, administrative fees, environmental fees, recycling contamination fees or charge Customers any amounts in excess of the charges derived solely from the rates set forth in Exhibit A. All rates shown and noted in Exhibit A for collection of Residential Waste and Recyclable Materials shall be discounted 10% for senior citizens who are 65 years of age or more.
- b) On April 1, 2021 and on each twelve month anniversary date thereafter (the "Adjustment Date), the charges as identified in Exhibit A shall increase by two (2%) percent over the prior period's charges; provided that if the percentage increase in the CPI (as measured below) shall exceed two (2%), then the charges identified in Exhibit shall increase by the percentage increase in the CPI, up to a three and one-half (3.5%) percent increase in the CPI, and any percentage increase in the CPI over three and one-half (3.5%) percent shall be disregarded. That is, the charges identified in Exhibit A shall increase by a minimum of two (2%) and a maximum of three and one-half (3.5%) percent on each Adjustment

Date. The percentage increase in the CPI on each Adjustment Date shall be determined by comparing the CPI from January preceding the Adjustment Date (“Most Recent CPI”) to the CPI reported by the U.S. Department of Labor for January in the year immediately preceding the year of the Most Recent CPI. The CPI means the Chicago-Naperville-Elgin Consumer Price Index for all Urban Consumers, All Items, Issued by the Bureau of Labor Statistics of the United States Department of Labor (1982-84=100).

- c) The Contractor shall notify the Township in writing at least thirty (30) days prior to the effective date of any proposed increase in charges, and such increase shall not be effective until approved by the Township in writing as complying with the terms of the Agreement.

ARTICLE VI REVENUE COLLECTION

Section 6.1 Billing of Accounts

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

Section 6.2 Private Service

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

ARTICLE VII TITLE TO RESIDENTIAL MATERIALS

Section 7.1 Title to Residential Materials

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

ARTICLE VIII RECYCLABLE MATERIALS

Section 8.1 Recyclable Materials Collection Service

- a) Residential Recycling Service. The Contractor shall collect and manage Recyclable Materials in accordance with Article IV of this Agreement.
- b) Disposition of Recyclable Materials. The Contractor shall retain all income (and fully bear all losses) resulting from the disposition of Recyclable Materials.
- c) Recyclable Materials Collection Data. The Contractor shall provide to the Township and SWALCO a quarterly report on the weight (in tons) of all Recyclable Materials collected

from Customers under this Agreement. The report shall also contain an approximate count of the number of Customers from which Recyclable Materials have been collected, to determine participation and diversion rates.

- d) Recycling Education and Awareness. In addition to the brochure required pursuant to Section 9.1 and the cart sticker or stamp required pursuant to Section 4.3(c), the Contractor and Township agree to disseminate the recycling guidelines provided by SWALCO on their websites and social media in a coordinated manner. At least once per year during the term of this Agreement, the Contractor and Township agree to publicize and/or distribute the recycling guidelines to the Customers to reinforce good recycling practices.
- e) Recycling Wheeled Cart Contamination. To address contamination of a Customer's Wheeled Cart for recycling the Contractor and Contractor agree as follows:
 - (i) The Contractor may refuse to service a recycling Wheeled Cart if a Customer does not properly segregate recyclable materials. At the time of refusal to provide service, the Contractor shall issue a notice to the Customer that contains instructions for the proper segregation of Recyclable Materials, and the specific violation(s) made by the Customer. If a Customer receives two such notices within a 30-day period, the Contractor may exercise its right to not provide recycling service for a period of 30 days. This 30-day suspension shall be made in writing to the Customer with a copy to the Township.
 - (ii) If the Township and Contractor determine it is necessary to implement a formal recycling Wheeled Cart inspection program or a tag and educate program, it shall include a detailed program for educating Customers prior to and during the implementation of the program. Key program elements that need to be agreed to by the Township and Contractor prior to implementing the tag and educate program are: 1) what procedures will be followed when a Wheeled Cart is determined to be contaminated, and 2) what are the ultimate steps to be taken for Customers who continue to contaminate the Wheeled Cart.
- f) The Township and the Contractor shall mutually agree to add or subtract materials to or from the list of items included in the definition of Recyclable Materials as set forth in Article I of this Agreement.
- g) The Contractor shall ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated, unless advance authorization to do so is given by the corporate authorities of the Township.
- h) The Contractor agrees to meet periodically with representatives from the Township to: (1) review the provision of residential recycling pursuant to this Agreement; and (2) discuss the implementation of alternative approaches, programs and partnerships to improve the quality, quantity, and efficiency of residential recycling and other sustainability initiatives within the Township.

**ARTICLE IX
CUSTOMER SERVICE STANDARDS**

Section 9.1 Office and Telephone

The Contractor shall maintain an office and toll-free telephone, for receipt of service calls or complaints, and shall be available for such calls on all business days from 7:00 a.m. to 5:00 p.m. The Contractor shall retain the services of at least one temporary customer service representative to handle the addition of Customers to the Contractor's service base during the first ninety days of the term of this Agreement. Additional customer service representatives shall be added as necessary to meet the minimum Customer service standards set forth in Section 9.2 of this Agreement.

Section 9.2 Minimum Customer Service Standards

- a) Complaints Generally. The Contractor shall cooperate with the Township in minimizing complaints from the Customers. A consistent pattern of failure to address complaints, or violations of Sections 9.2(a) through 9.2(h) of this Agreement, shall entitle the Township to exercise the remedies provided to it pursuant to Section 9.2(h) and/or Article X of this Agreement.

- b) Initial Response. The Contractor shall give prompt and courteous attention to all Customer complaints that it may receive. The Contractor shall respond personally to every Customer from whom a complaint is received within twenty-four (24) hours or the next business day after receipt of such complaint; except that if the Contractor receives a complaint about a missed scheduled collection, then the Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Agreement, then the Contractor shall cause such collection to be made within twenty-four (24) hours or the next business day after receipt of such complaint.

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

- c) Referral to Township. If the Contractor is unable to resolve a complaint in a manner satisfactory to both the Contractor and the Customer, then the Contractor, within forty-eight (48) hours after receipt of such complaint, shall deliver notice of such complaint to the Township, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and the Contractor's response to the complaint. The Township shall arbitrate each such complaint, and the Township's decision concerning each such complaint shall be final and binding on the Contractor and the Customer.

- d) Answering Calls. During normal business hours and under normal operating conditions, a customer service representative employed by the Contractor shall answer the telephone access line. Ninety percent (90%) of the calls made to the customer service center shall

be answered within thirty (30) seconds. The thirty (30) second maximum includes wait time or time spent 'holding' for a customer service representative.

- e) Busy Signals. Customers placing calls to the customer service center shall receive a busy signal no more than five percent (5%) of the time.
- f) Transferring Calls. During normal business hours, if after initially addressing a Customer's concern, the customer service representative determines that the call should be transferred to another representative of the Contractor, the Customer shall be connected with a customer service representative within thirty (30) seconds thereof.
- g) Hang-ups. Incoming telephone calls from Customers shall not exceed an abandonment rate of five percent (5%).
- h) Compliance Rate. During normal business hours, the minimum standards set forth in this Section 9.2 shall be met no less than ninety percent (90%) of the time, measured on a monthly basis. Upon request, reports shall be provided to the Township providing a log of inquiries received and action taken to address each complaint and call. The Contractor shall also distribute to the Township a log providing data which tracks the customer service representatives' adherence to the standards set forth in Section 9.2(a) through 9.2(g) of this Agreement, as the Township may request in its discretion. If the records indicate a clear failure of the Contractor to comply with the minimum standards set forth in Sections 9.2(a) through 9.2(g) of this Agreement, then the Township reserves the right to require the Contractor to implement modifications to its customer service center to bring it into compliance with the requirements of this Section 9.2.

Section 9.3 Liaison

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

ARTICLE X BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Breach by Contractor

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

- a) Repeated failure of the Contractor to comply with Section 9.2(h) of this Agreement;
- b) Failure of the Contractor to perform in a timely fashion any obligation under this Agreement not referenced within Section 10.1(a) of this Agreement, except that such failure shall constitute a Breach only if such failure remains uncured for seven (7) days after notice to the Contractor from the Township of such failure; provided however, that this seven (7) day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or
- c) Any of the following: (1) The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or

liquidator for a substantial part of its property, (2) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (3) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days, (4) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or (5) the levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.

Section 10.2 Breach by Township

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

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

Section 10.3 Events of Default and Remedies of Township

- a) If a Breach occurs under Section 10.1 of this Agreement, the Township may declare an Event of Default and may thereafter exercise any one or more of the following remedies:
 - (i) The Township may terminate this Agreement immediately, upon notice to the Contractor. Subject to the provisions of subparagraph (v) below, upon such termination, the Contractor shall cease providing all services under this Agreement.
 - (ii) The Township may seek and recover from the Contractor any unpaid amounts due the Township along with all of its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement, and all damages, whether based upon contract, work stoppage, strike, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach.

In the Event of Default by the Contractor and notwithstanding that Contractor receives payment from Customers, any costs incurred by the Township in obtaining alternative Residential Service shall be deemed damages suffered by the Township.

- (iii) The Township may (A) call upon the sureties to perform their obligations under the performance bond, or (B) in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new agreement for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Township for the performance of the required services.
 - (iv) The Township shall have the power to proceed with any right or remedy granted by federal or State law as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Township shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
 - (v) Upon any such termination of this Agreement, the Contractor shall, for a period to be determined by the Township in its sole and absolute discretion, but not longer than six (6) months, continue to perform the contractual services during which period the businesses shall pay the Contractor its scheduled compensation.
- b) No remedy by the terms of this Agreement conferred upon or reserved to the Township is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Township. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.
- c) If the Contractor misses a collection under the Residential Service, the collection must be corrected within 24 hours of the reported missed collection, or a charge of \$10 per missed collection will be charged to the Contractor; provided, however, that the Contractor shall not be charged under this Section 10.3(c) for collections missed due to a labor dispute involving the Contractor's labor force if the missed collection is not rectified within seven (7) days after the missed collection. All charges levied against the Contractor under this Section 10.3(c) shall be remitted to the Township within 30 days after receipt of an invoice therefor.
- d) This Section 10.3 shall survive the termination of this Agreement.

Section 10.4 Events of Default and Remedies of Contractor

- a) If a Breach occurs under Section 10.2 of Agreement, the Contractor may declare an Event of Default and terminate this Agreement immediately, upon notice to the Township. In

such event, the Contractor's sole remedy shall be to seek and recover from the Township any unpaid amounts due the Contractor and any damages, whether incidental, consequential, indirect, or punitive, resulting from the Breach. The Contractor shall not be entitled to specific performance or any other equitable remedies.

- b) This Section 10.4 shall survive termination of this Agreement.

Section 10.5 Force Majeure

Neither the Contractor nor the Township shall be liable for the failure to perform their duties nor for any resulting damage or loss, if such failure is caused by a catastrophe, terrorism, riot, war, strike, fire, accident, act of God, including inclement weather, or similar contingency beyond the reasonable control of the Contractor or the Township, as the case may be; provided, however, that in the event of a strike that renders the Contractor unable to provide Residential Services as required by this Agreement, the Contractor shall cooperate in good faith with the Township to establish a location for the centralized drop-off by Customers, and collection by the Contractor, of Residential Materials. Changes in recycling markets or market prices are specifically excluded from the above force majeure contingencies contemplated in this section.

ARTICLE XI INSURANCE AND INDEMNIFICATION

Section 11.1 Insurance

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

Section 11.2 Indemnification

Contractor agrees, at its sole cost and expense, to unconditionally indemnify and hold harmless and defend the Township and the Township's former, current and future officials, trustees, agents, contractors, employees, representatives, attorneys and insurers and/or successors in interest of any kind (the "Township Indemnitees") for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterparts, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorneys' fees and liability for damages of any kind and causes of action of any kind and nature (including but not limited to all liabilities, claims, suits, costs and expenses which the Township or Township Indemnitees may hereafter 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), whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the Township, and/or the Village Indemnitees, by any person or entity arising out of, relating to, connected with, or in any way associated with the following: (a) Contractor's breach of any term or provision of this contract; (b) any negligent or willful act or omission of Contractor, its employees, agents, or subcontractors in the performance of this Agreement; (c) the violation or alleged violation by

Contractor, its employees, agents, or subcontractors of any federal, state or local law, regulation, statute, ordinance, license, or permit and (d) the release, threatened release or presence of contaminants (which shall include but not be limited to hazardous waste, hazardous substances and any material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous) which occurs during the performance (or failure to perform) of this Agreement, including transportation and/or disposal of the Residential Materials and/or from or on the site(s) or facility(ies) utilized for disposal of the Residential Materials. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the Township and Township Indemnitees shall have the right to determine the attorney(s) of its choice to represent and defend their interests in any legal or administrative action in the event that a conflict exists which prevents the same defense counsel from representing the Contractor and the Township or Township Indemnitees, all at the Contractor's expense pursuant to this Agreement. Notwithstanding any other provision in this Agreement to the contrary, the duration of the indemnification hereunder shall be indefinite and survive the expiration of this Agreement.

ARTICLE XII MISCELLANEOUS

Section 12.1 Non-Assignability

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

Section 12.2 Equal Employment Opportunity

- a) In the event of the Contractor's noncompliance with the provisions of this Section 12.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- b) During the performance of this Agreement, the Contractor agrees as follows:
 - (i) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.

- (ii) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
 - (iii) That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (iv) That the Contractor will send to each labor organization or representative thereof with which it is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights and the Township and will recruit employees from other sources when necessary to fulfill the Contractor's obligations thereunder.
 - (v) That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Township, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
 - (vi) That the Contractor shall permit access to all relevant books, records, accounts and work sites by personnel of the Township and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
 - (vii) That the Contractor shall include, verbatim or by reference, the provisions of this Section 12.2 in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. The Contractor will promptly notify the Township and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.
- c) During the term of this Agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. Findings of

non-compliance with applicable State or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Agreement.

Section 12.3 Prevailing Wages

- a) Not less than the prevailing rate of wages, as determined by the Township or the Illinois Department of Labor, or determined by a court on review, shall be paid to all laborers, workers and mechanics performing work under this Agreement. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this Agreement and showing the actual hourly wages paid to each such person.
- b) The Contractor shall comply with all applicable provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. In addition, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three (3) years after the date of termination of this Agreement.
- c) If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Township, the revised rate, as provided by the Township to the Contractor, shall apply to this Agreement.

Section 12.4 Performance Bond

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, in a form acceptable to the Township, to be executed by a responsible surety company and to be in the penal sum of One Hundred Twenty-Five Thousand Dollars (\$125,000). Such performance bond shall be furnished annually by the Contractor for the following year of this Agreement and shall indemnify the Township against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the Commencement Date, and each successive bond shall be posted not later than January 1 of each successive calendar year. In lieu of furnishing a performance bond, the Proposer may demonstrate its ability to furnish an unconditional letter of credit to be delivered at Closing in favor of the Township, in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000) drawn on a national or state-chartered bank acceptable to the Township. Any performance security required under this Section shall be in such form and with such provisions as are acceptable to the Township, in the Township's sole discretion.

Section 12.5 Equipment to be Used by Contractor

- a) The Contractor agrees to collect all materials described in Article V of this Agreement in fully enclosed, leak-proof, modern trucks and equipment. The Contractor agrees to use to the extent possible, uniformly painted equipment, with no rust showing on the cab, chassis or body and shall maintain its vehicles and equipment in good condition at its own expense and shall keep said vehicles free from leakage and objectionable odors. The vehicles/equipment shall be kept in clean, sanitary and in quiet operating condition and shall be washed on a regular basis. Any equipment that is used by the Contractor and determined to be unsafe, or in an overall poor condition by the Township shall be replaced at the request of the Township. Equipment used for Private Service described in Section 4.4 of this Agreement may be open-body trucks, dump trucks and similar type equipment when necessary. When open-body trucks are used, the Contractor shall take such action as is necessary to prevent littering and blowing debris.

- b) Containers used in connection with the provision of Residential Services by the Contractor pursuant to this Agreement shall be operable, safe and free of graffiti. Contractor shall replace any container in disrepair of this sort within three (3) days of notification by the Township or the customer. Containers with plastic lids that are ill-fitted or warping shall be replaced within three (3) days of notification by the Township, in order to maintain a tight-fitting seal to prevent access by pests. All containers will be adequately demarcated with the Contractor's logo. Each container will have an inventory control number demarcated on each container that is cross-referenced to the service matrix.
- c) All equipment used by Contractor for the provision of Residential Services and Private Services pursuant to this Agreement shall be properly licensed by the State and shall conform to all federal and State equipment safety standards.

Section 12.6 Compliance with Laws

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

Section 12.7 Care and Performance

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

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

Section 12.8 No Alcohol or Drugs

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

Section 12.9 Governing Law

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

Section 12.10 Severability

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

Section 12.11 Entire Agreement

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

Section 12.12 Notices

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

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

Fremont Township
22385 W. Route 60
Mundelein, Illinois 60060
Attention: Township Supervisor

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

Section 12.13 Publicity

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

[SIGNATURES ON FOLLOWING PAGE]

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

[CONTRACTOR]

FREMONT TOWNSHIP

By: _____

By: _____

Its: _____

Township Supervisor

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Township Clerk

EXHIBIT A

PRICING SHEET

A. **RESIDENTIAL WASTE COLLECTION PROGRAM**

- | | | |
|----|---|--|
| 1) | LIMITED SERVICE
Street-side collection | \$ _____
Per household per month
Medium Wheeled Cart (65 gallon) |
| 2) | UNLIMITED SERVICE
Street-side collection | \$ _____
Per household per month
Large Wheeled Cart (95 gallon) |

The rate above includes the cart. Senior rates for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate.

- | | | |
|----|--|-----------------------------------|
| 3) | COST OF PRIVATE SERVICES | \$ _____
Per cubic yard |
| 4) | CHANGE OF SERVICE
For switching a cart size or service level
Beyond the 30-day period from
commencement of this Agreement | \$ _____
Per change in service |
| 4) | WHITE GOODS COLLECTION
For collecting white goods at the
Customer's curb | \$ _____
Per White Good |

B. **RECYCLABLE MATERIALS COLLECTION PROGRAM**

- | | | |
|----|-------------------|-------------------------------------|
| 1) | UNLIMITED SERVICE | \$ _____
Per household per month |
|----|-------------------|-------------------------------------|

The rate above includes the cart, either 65 or 95 gallons. Senior rate for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate.

C. LANDSCAPE WASTE/FOOD SCRAP COLLECTION PROGRAM

1) CUSTOMER SUBSCRIPTION

The flat rate over an eight-month period from April 1 to November 30, limited to six, thirty-two (32) gallon containers per week.

\$ _____
Per household for
8-month subscription

2) PAY PER BAG/STICKER

\$ _____
Per sticker

3) SIX WEEK LEAF COLLECTION WITH BAGS AND CONTAINERS OR LEAF VACUUM (to be modified if and when the Township selects a service approach)

\$ _____

D. MONTHLY RATE TO LEASE ADDITIONAL CARTS

Medium Wheeled Cart, 65 Gallon \$ _____

Large Wheeled Cart, 95 Gallon \$ _____

E. EMERGENCY SERVICES

1) Rate for Equipment and Personnel if requested by the Township

\$ _____
Per hour per worker

\$ _____
Per hour per vehicle

\$ _____
Per cubic yard

F. LARGE CONTAINER SERVICES

All rates shown should be the monthly rate for the described service level unless otherwise noted.

- | | | |
|----|---|----------|
| 1) | One, 1 cy container, 1x, Refuse | \$ _____ |
| 2) | One, 1.5 cy container, 1x, Refuse | \$ _____ |
| 3) | One, 2 cy container, 1x, Refuse | \$ _____ |
| 4) | Diamond Lake Village, 63, 95-gallon carts,
1x per week, refuse | \$ _____ |
| 5) | Paul's, one 6 cy container, Refuse | \$ _____ |
| 6) | Paul's, three 95-gallon carts, landscape waste | \$ _____ |

EXHIBIT B

INSURANCE PROVISIONS

A. Commercial General Liability Insurance

Commercial general liability insurance with the following limits:

<u>Coverage</u>	<u>Limits of Liability</u>
General Aggregate	\$5,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000

The policy shall be endorsed so that the general aggregate limit applies separately to each project and each location. The products and completed operations aggregate shall be maintained for one year after the final payment.

B. Workers Compensation & Employer's Liability

Workers Compensation Coverage **IL statutory requirements**

Employer's Liability Insurance Coverage **Limits of Liability**

Bodily Injury by Accident (Each Accident)	\$1,000,000
Bodily Injury by Disease (Each Employee)	\$1,000,000
Bodily Injury by Disease (Policy Limit)	\$1,000,000

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

C. Business Auto Insurance:

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

D. Pollution Liability Insurance

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

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

E. Umbrella Liability Insurance

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

With respect to each of the policies required in this Exhibit B, Contractor shall not have a deductible higher than \$5,000,000 without the express written consent of the Township.

All insurers writing policies pursuant to this Exhibit B shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service.

The comprehensive general liability, property damage, auto liability and umbrella insurance policy shall name the Township and the Township Indemnitees as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the Township (the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the Township with certificates of insurance and/or copies of policies reasonable acceptable to the Township evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the Township to terminate this Agreement immediately. All policies of insurance shall provide the endorsement that no coverage may be canceled, terminated or reduced by the insuring company without the insuring company having first given 30 days prior written notice to the Township by certified mail, return receipt requested.

EXHIBIT C

TOWNSHIP COLLECTION SITES

Location, size and number of Township Containers to be furnished and serviced at the indicated frequency:

<u>Site</u>	<u>Refuse</u>	<u>Recycle</u>	<u>Frequency</u>
Behm Park (April – October)	4 cubic yard		1x per week
Behm Park (April – October)		2 cubic yard	1x per week
Ivanhoe Park (April – October)	1 cubic yard		1x per week
Ivanhoe Park (April – October)		1 cubic yard	1x per week
Administrative Center (year round)	6 cubic yard		1x per week
Administrative Center (year round)		2 cubic yard	1x per week

