

**AGREEMENT FOR
SOLID WASTE COLLECTION AND DISPOSAL SERVICES
BETWEEN THE VILLAGE OF RIVER FOREST AND
ROY STROM REFUSE REMOVAL SERVICE, INC.**

This Agreement for Solid Waste Collection and Disposal Services between the Village of River Forest and Roy Strom Refuse Removal Service, Inc. (the "Agreement") is dated as of the 27th day of April, 2015 by and between Village of River Forest, Cook County, Illinois (hereinafter called the "Village") and Roy Strom Refuse Removal Service, Inc. (hereinafter called the "Contractor").

SECTION 1: DEFINITIONS

The following terms in this Agreement shall have the following meanings:

- a) Alley Collection Service shall mean Residential Service who have Cart or Container located in the Alley and where collection of Materials take place in said Alley.
- b) Building Materials shall mean those materials which are commonly generated as a result of construction, maintenance and rehabilitation of dwelling unit.
- c) Bulk Item shall mean an item which is too large to fit within a Container or Cart.
- d) Container shall mean a leak proof metal or heavy duty plastic container, equipped with a tight fitting lid, be between ten (10) and thirty three (33) gallons in capacity, not exceed fifty (50) pounds in weight when loaded, and designed for the storage and collection of Residential Refuse Materials and/or Recyclables.
- e) Cart shall mean a leak proof plastic wheeled lidded cart, with a size of sixty five (65) gallons, provided to residents who are serviced in an alley. The term "Cart" includes either a Cart utilized for Residential Refuse Materials or for recyclable materials, depending on the color of the lid. A "Brown Lid Cart" shall be utilized for Residential Refuse Materials. A "Blue Lid Cart" shall be utilized for recyclable materials.
- f) Compost shall mean all compostable materials defined as organic material including vegetables, fruits, plants, Yard Waste, meats, coffee grounds, tea grounds, breads, grains, compostable papers, compostable cardboard, ASTM D6400 certified compostable plastic.
- g) Curbside shall mean a collection point on the parkway immediately behind the curb of a dwelling unit.
- h) Kitchen Collection Receptacle shall mean a two gallon food waste collection receptacle that is lidded and will be provided to residents who participate in the Compost Collection Program.

- i) Recyclables shall include metal and bi-metal items, glass items, plastic items, and papers items, as further described herein, separated by the residential home-dweller and placed into recycling Containers provided by the Contractor to each dwelling unit in the Village on or before August 1, 2015.
- j) Residential Refuse Materials shall include all domestic garbage, refuse, ashes, and other material resulting from residential activities placed out for collection in Containers, and excludes hazardous waste as defined by the State of Illinois.
- k) Residential Service shall mean the collection and disposal of Residential Refuse Materials, Recyclables, and Bulk Items, from all single family dwellings and all multiple family dwellings of three (3) living units or less in the Village that is set out at the back door, or at a location outside and behind the front building line of the residence, or at the edge of the alley and in all cases shall be clearly visible to collection personnel from the driveway and, or the alley.
- l) Top-of-the Drive shall mean a collection point on or immediately adjacent to the driveway near the front building line of the residence. Such collection point shall be clearly visible from the street.
- m) Universal Solid Waste Tag shall mean a multi-purpose sticker to be used for the disposal of additional Containers of refuse, bags of Yard Waste, bundles of brush, and Bulk Items as described herein.
- n) Yard Waste shall mean all grass or shrubbery cuttings, leaves, tree limbs and other material accumulated as the result of the care of lawns, shrubbery, vines and trees placed out for collection as herein described.

SECTION 2: LEVEL OF SERVICE

The Contractor shall provide complete Residential Service for designated collection, transportation and disposal, or sale, of Residential Refuse Materials, Recyclables, Yard Waste, Compost and Bulk Items at facilities mutually agreed upon by the Village and the Contractor. The Contractor shall be the sole and exclusive agent of the Village to provide Residential Services.

SECTION 3: TERM OF CONTRACT

The term of this contract shall be for seven years, commencing May 1, 2015 and ending April 30, 2022. The Village may, in its sole discretion, extend this Agreement for an additional five (5) year period, commencing May 1, 2022 and ending April 30, 2027.

SECTION 4: FREQUENCY OF COLLECTIONS

Before engaging in the collection of any materials under this Agreement, the Contractor shall submit its proposed collection routes and schedules to the Village. The Village shall thereafter review and approve, or modify and approve, the collection routes and schedules. The Contractor shall adhere to the collection routes and schedules approved by the Village, and as the routes and schedules may be modified from the Village from time to time.

Within the Village, the Contractor shall:

- a) Provide Residential Service for Residential Refuse Materials, Recyclables, and Bulk Items one (1) time per week, on regularly maintained routes as directed by the Village, in accordance with a fixed Monday through Wednesday three (3) day collection schedule.
- b) Collect Yard Waste one (1) time per week, on Tuesdays.
- c) Collect Compost one (1) time per week on Tuesdays at all times, and one (1) additional time every-other Tuesday during the period of December 1 to March 31 each year this Agreement is in effect.

The Village and Contractor agree that Contractor may adjust the days of collection only to reduce the number of days of Residential Service in the Village from three (3) days to two (2) days or one (1) day. The Contract shall not increase the number of days of Residential Service. The Contractor shall notify the Village not less than (90) ninety days prior to any change in collection day(s).

SECTION 5: COLLECTION LOCATIONS

The Contractor shall pick-up materials from the location points described as follows:

- a) Residential Refuse Materials shall be collected from a location at the back door or at a location outside and behind the front building line of the residence, or at the edge of the alley, and in all cases be clearly visible to collection personnel from the driveway and, or the alley.
- b) Recyclables shall be collected from either Top-of-the Drive or at the edge of the alley, and in all cases be clearly visible to collection personnel from the driveway and, or the alley.
- c) Yard Waste shall be collected Curbside.
- d) Compost shall be collected Curbside in sixty five (65) gallon carts provided to residents who opt into the program. Emptied carts shall be returned to the Top-of-the Drive.
- e) Bulk Items shall be collected from a location at the back door of each residence or at a location outside and behind the front building line of the residence, or at the edge of the alley, and in all cases be clearly visible to collection personnel from the driveway and or the alley.

SECTION 6: RESIDENTIAL SERVICE

Each single family dwelling and each multiple family dwelling of three (3) living units or less in the Village shall elect to receive either the “Base Service” or “Optional Special Service” from the Contractor.

a) Base Service:

The Contractor shall, with respect to the Base Service, at each single family dwelling and each multiple family dwelling of three (3) living units or less in the Village:

1. Each week, collect and dispose of up to two (2) Containers of Residential Refuse Materials or Building Materials when placed for disposal in suitable Containers.
2. Collect and dispose of up to one Cart of Residential Refuse Materials or Building Materials.
3. Provide a Cart for each Alley Collection Service customer
4. Collect and dispose of Residential Refuse Material outside of Cart with a pre-paid Universal Solid Waste Tag affixed to it.
5. Collect and dispose of all additional Containers of Residential Refuse Materials or Building Materials in excess of the Base Service when additional Containers of Residential Refuse Materials or Building Materials are placed in suitable Containers, provided a pre-paid Universal Solid Waste Tag is affixed to each such Container.
6. Print and distribute Universal Solid Waste Tags to participating local retailers and the Village Hall. Universal Solid Waste Tags sold to local retailers or Village Hall for resale to the public shall be sold by the Contractor at the unit price per tag identified in the “Rate Schedule” attached hereto in **Appendix A** and made a part hereof. Universal Solid Waste Tags sold to local retailers may only be purchased in sets of 500.
7. Remove and dispose of Universal Solid Waste Tags after collection of Containers with such Tags affixed to them.

b) Optional Special Service:

With respect to the Optional Special Service:

1. The Contractor shall, with respect to the Optional Special Service, at each single family dwelling and each multiple family dwelling of three (3) living units or less in the Village each week, collect and dispose of unlimited quantities of

Residential Refuse Materials and up to one (1) container of Building Materials when placed for disposal in suitable containers.

2. A single family dwelling and a multiple family dwelling of three (3) living units or less in the Village shall not subscribe to the Optional Special Service for less than one (1) full year and there shall be no rebate for unused parts of a year.

3. The Village shall provide the Contractor a correct listing of addresses subscribing to the Optional Special Service.

SECTION 7: YARD WASTE SERVICE

The Contractor shall collect and dispose of bags of Yard Waste and bundled brush as described below:

- a) Yard Waste shall be collected Curbside when one (1) prepaid Universal Solid Waste Tag is affixed to each biodegradable paper Yard Waste bag, no more than thirty two (32) gallons in capacity, and when one (1) pre-paid Universal Solid Waste Tag is affixed to each bundle of brush with a maximum length of four (4) feet, with a maximum weight of fifty (50) pounds, and individual limbs cannot exceed four (4) inches in diameter.
- b) The Contractor shall provide Yard Waste collection services to all property owners within the Village including multi-family and commercial properties not provided with regular refuse collection. Such properties shall make independent arrangements with the Contractor to be included on regular collection routes.
- c) The Contractor shall provide Yard Waste collection services on Tuesdays from the first Tuesday in April through the first Tuesday in December.

SECTION 8: RECYCLING SERVICE

- a) The Contractor shall provide for the collection of Recyclables without limit as to quantity as described below:
 1. Metal and Bi-Metal Items: Steel or tins cans, aluminum containers, empty paint and aerosol cans.
 2. Glass Items: food and beverage containers - brown, green, blue, and clear glass.
 3. Paper Items: Magazines and catalogs, newsprint and all paper inserts, chipboard and corrugated cardboard, mixed paper (including junk mail, envelopes, phone books, office/notebook, computer, white and colored paper without metal fasteners, brown paper bags), aseptic containers and juice cartons

4. **Plastics Containers: Any plastic container stamped with #1 through #5 and #7.**

- b) The Contractor shall collect and dispose of Recyclables which are free from food and beverage residue set out for collection on the same day as Residential Refuse Materials collection.
- c) The Contractor shall retain all revenues from the sale of collected materials.
- d) Residential thirty two (32) gallon Recyclables containers shall be supplied to Village by Contractor for each non-alley serviced household in the Village. The Contractor shall be responsible for the procurement, delivery and set-out of the thirty two (32) gallon recycling containers. The amount of Recyclables containers to be supplied to the Village shall be two thousand five hundred fifty (2,550). Residents shall own the Recyclables container the Contractor shall not provide maintenance or repair of Recyclables container.

SECTION 9: BULK ITEM SERVICE

The Contractor shall collect and dispose of Bulk Items as described below:

- a) One (1) Universal Solid Waste Tag is affixed to each non-hazardous Bulk Item no longer than four feet (4'), no wider than four feet (4'), and weighing fifty (50) pounds or less.
- b) Five (5) Universal Solid Waste Tags are affixed to each large, or "white good" Bulk Item. Examples include hot water tanks seventy five (75) gallons or less; stoves, refrigerators, washers, dryers, freezer appliances, etc. weighing no more than one hundred fifty (150) pounds; hide-a-beds; and large house hold furniture items weighing no more than one hundred fifty (150) pounds.
- c) Ten (10) Universal Solid Waste Tags are affixed to each oversize, or "white good" Bulk Item. Examples include hot water tanks larger than seventy five (75) gallons or weighing more than one hundred fifty (150) pounds, and stoves, refrigerators, washers, dryers, freezer appliances, and large household furniture/items weighing more than one hundred fifty (150) pounds.

SECTION 10: CURBSIDE COMPOST COLLECTION PROGRAM

The Village and Contractor agree to coordinate, plan, and execute a curbside Compost collection program. The Contractor shall supply Village residents who "opt in" to participate in the program with a sixty five (65) gallon wheeled Cart for Compost, and a two (2) gallon kitchen Compost collection receptacle. The Contractor shall collect Compost from Carts placed at the curb on Tuesdays at the same time as the Contractor collects Yard Waste. The Contractor, once the Cart is emptied, shall return the Cart to the Top of the Drive. Each residence that opts in to the Compost program shall be charged Eighteen Dollars (\$18.00) per month by the Village, which charge shall increase at the same percentage increase as the monthly base service rate in **Appendix A**. If the Compost Cart or Compost Cart lid is damage due to animal damage, the

Contractor shall repair or replace the lid or Cart for Fifteen Dollars (\$15.00), to be paid by each residence participating in the Compost program. Each Compost Cart shall be limited to a maximum weight of seventy five (75) pounds per collection. If a Compost Cart is overweight, the Contractor's driver shall collect and dispose of the material inside of the Compost Cart, and provide the resident with a collection note advising of the weight restrictions. Compost shall be collected every Tuesday, except during December of 2015, when collection shall be on December 1, 15, and 29, and except during January, February and March of 2016, when collection shall be on January 12 and 26, February 9 and 23, and March 8 and 22.

SECTION 11: HOLIDAY LANDSCAPE WASTE

The Contractor shall collect and dispose of trees and wreaths associated with the holiday season, Curbside, once weekly on Tuesdays, beginning the first week of January through the end of January.

SECTION 12: UNLIMITED HOUSEHOLD WASTE REMOVAL DAY

The Village and Contractor agree if the Village desires to have an unlimited household waste removal day, the Village and Contractor shall agree to identify one (1) day in the summer months to hold an unlimited household waste removal day. On the unlimited household waste removal day, residents may place any amount of material Curbside to be collected by the Contractor. All items must be placed Curbside for disposal must be accepted material for disposal and not banned by Illinois Environmental Protection Agency. Collection rate shall be based on a truck and one employee hours, extra employee hours, and per ton, as set forth in **Appendix A**.

SECTION 13: ADDITIONAL SERVICE

The Contractor shall collect additional solid waste materials not specifically provided for under this Agreement only pursuant to a separate and independent agreement with individual property owners.

SECTION 14: COMPENSATION

The Village shall pay the Contractor in accordance with and at the monthly service rates specified in the Rate Schedule attached hereto as **Appendix A**.

SECTION 15: PROCESSING/DISPOSAL

- a) The Contractor shall remove all materials collected under this agreement from the Village at the close of each day of collection, and shall dispose of the materials collected at lawfully operated sanitary landfills, lawfully operated transfer stations, or lawfully operated facilities located outside the Village, at the Contractor's sole expense. The Contractor warrants that sufficient sites for the disposal of said municipal solid waste materials will be available to the Contractor during the full term of this Agreement and any renewal hereof.

- b) The Village reserves the right to approve the processing/disposal site of all materials collected under this Agreement, and to direct that the materials collected under this Agreement be delivered to the processing/disposal site of the Village's choice, either within or outside the Village's municipal boundaries should the Village so desire. The Village shall give six (6) months' notice of its decision to direct that the municipal solid waste materials be delivered to a facility of the Village's choice. Should the Village exercise its right to direct the delivery of municipal solid waste materials to a facility of its choice, then the total rate of compensation shall be adjusted either upward or downward to reflect the actual change in transportation and disposal costs at the new processing/disposal site.
- c) Yard Waste shall be disposed of at a lawfully operated facility. Said facility may treat, compost, grind, or land apply said Yard Waste.
- d) Recyclables shall be collected, separated and otherwise treated so as to facilitate the sale of said materials to remanufacture companies or recycled material brokers. No materials collected as Recyclables may be deposited in a landfill or waste incinerator, but shall be recycled regardless of the income obtained from the sale of said materials. In the event The Contractor must pay the recycling processor to receive recyclable materials, the Contractor may provide The Village with a written request for an increase in the monthly charges to cover the additional costs. Such a request shall provide, in detail, the additional costs and demonstrate the amount of the revised monthly charges as a result of the additional costs. The Village shall not unreasonably refuse to compensate the Contractor.

SECTION 16: REPORTING REQUIREMENTS

The Contractor shall submit reports with monthly invoicing. Such reports shall include no less than the following information:

- a) Monthly collection weight totals for Residential Refuse Materials, Recyclables, Yard Waste, and Compost.
- b) Monthly totals of the quantity of Universal Solid Waste Tags sold to the Village and to individual participating retailers.
- c) Monthly collection totals for all other materials collected outside of the above described programs.
- d) Monthly identification of purchaser(s) of Recyclables.
- e) Monthly identification of location(s) where all materials, particularly Residential Refuse Materials, Recyclables, Yard Waste, and Bulk Items, were landfilled or taken to.

- f) Monthly reporting on the number of residential units opting to receive Curbside Compost Collection.

SECTION 17: INSURANCE REQUIREMENTS

- a) The Contractor shall maintain for the duration of this contract 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 **Appendix B**, attached hereto and made a part hereof. The Contractor shall provide the Village with a certificate of insurance indicating that such insurance coverage meets the requirements contained in **Appendix B**.
- b) The Contractor shall include the VILLAGE, its officials, agents, employees and volunteers as additional named insured and loss payee on both general and auto liability insurance policies, and the umbrella policy.
- c) Insurance premiums shall be paid by the Contractor and shall be without cost to the Village.
- d) The above insurance policy shall contain a provision that it may not be cancelled, non-renewed or amended without at least thirty (30) day prior written notice to the Village.

SECTION 18: INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of the Contractor's work, or that of its employees, or subcontractors, or which may in anywise result therefore, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The Village shall have its choice of counsel and the right to direct its own defense.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

SECTION 19: PERFORMANCE BOND

The Contractor shall furnish a performance bond for the faithful performance of this Agreement to be executed by a responsible surety company and to be in the penal sum of Two

Hundred Fifty Thousand Dollars (\$250,000.00). Such performance bond shall be furnished annually by the Contractor for the following year of the Agreement, and shall indemnify the Village against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the date that the Contractor commences providing services to the Village, and bond shall be posted within thirty (30) days of the anniversary of the date on which the Contractor commenced provision of services pursuant to this Agreement. On an annual basis the Village and the Contractor shall review the amount of the bond to ensure its sufficiency.

SECTION 20: MISCELLANEOUS CONTRACT PROVISIONS

- a) Equipment to be used by the Contractor
 - 1. The Contractor shall collect all materials in fully enclosed, leak-proof, trucks. All vehicles and collection equipment will be kept in safe, operable condition. Any equipment that is used by the Contractor, that is determined to be unsafe, or in an overall poor condition by the Village shall be replaced at the request of the Village.
 - 2. The Contractor shall conduct its work in a clean and quiet manner with equipment that is up-to-date. All material and disposals shall be contained so as to prevent leaking, spilling, or blowing. In the event of any leaking, spilling, or blowing of materials, the Contractor shall immediately clean up the materials.
- b) At no additional cost to the Village, the Contractor shall collect, no less than one (1) time per week, solid waste materials (refuse, Recyclables, Yard Waste, and Bulk Items) with no limit to quantity, for the following buildings and facilities operated by the Village during the period of this contract:
 - 1. Village Hall, 400 Park Avenue
 - 2. Pump Station, 7525 Berkshire Street
 - 3. Public Works Garage, 45 Forest Avenue
 - 4. Library, 735 Lathrop Avenue
- c) Collections normally falling on the following days shall be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary for that week only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day
- d) The Contractor shall, at each pickup location, replace all Containers where found. Containers are to be handled with reasonable care to avoid damage. Any contents spilled on the parkway, premises, or streets or alleys are to be cleaned up by Contractor immediately and in a workmanlike manner.

- e) Collections by Contractor shall be carried out in the Village with a work force adequate to insure the regular collection of all materials under adverse weather conditions, irrespective of breakdowns or other similar hindrances. The Village in turn will insure public streets and alleyways are in sufficient repair and cleared of debris, snow and ice so as to allow reasonable access for the collection of refuse, Recyclables, and Yard Waste.
- f) Should a strike prohibit the Contractor from collection, the Village may, at its option, take over and operate that equipment used in the performance of the Agreement with personnel licensed and trained to operate said equipment until such strike is settled and the Contractor's crews are back on the job. The Village, upon exercising this right, shall be responsible for insuring said equipment and any damage caused as a result of operating same. The Village shall also be responsible for properly maintaining and fueling said equipment while exercising this option.
- g) The Contractor shall maintain a toll free telephone with an attendant for the receipt of service calls or complaints on all working days from 8:00 A.M. to 4:30 P.M. Any complaints shall be given prompt and courteous attention, and, in case of missed scheduled collections, the Contractor shall investigate and, if verified, shall arrange for pickup of the refuse within twenty four (24) hours after the complaint is received or on the next business day.
- h) The Contractor shall invoice the Village promptly after the end of each month and the Village shall pay the Contractor within thirty (30) days of receipt of the invoice.
- i) Collections of all materials shall be conducted between the hours of 7:00 A.M. and 6:00 P.M.
- j) The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and competent manner, without supervision by the Village, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.
- k) The Contractor shall comply with all reasonable security regulations required by the Chief of Police of the Village.
- l) The Contractor shall not assign this Agreement or any part thereof without the prior written consent of the Village, which consent may be given or withheld in the Village's sole discretion. Approval, if any, for such assignment shall be made by the corporate authorities of the Village. The Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Village, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Any assignment by Contractor shall not relieve the Contractor from its obligations or change the terms of this Agreement.

m) The Contractor shall comply with 720 ILCS 5/33 E-3 and E-4 of the Illinois Criminal Code, certifying that it are not barred from bidding on or entering into this contract as a result of violations of the bid rigging or bid rotating regulations. Contractor, and its subsidiaries working under this Agreement, shall execute the certification attached hereto as **Appendix C**.

n) The Contractor shall comply with 775 ILCS 5/2-105 (A) (4) of the Illinois Human Rights Act, requiring the Contractor to have a written sexual harassment policy in full compliance with said Act. Contractor, and its subsidiaries working under this Agreement, shall execute the certification attached hereto as **Appendix D**.

o) The Contractor shall comply with 820 ILCS 265/1, *et seq.* which may be cited as the Substance Abuse Prevention on Public Works Projects Act, Public Act 95-0635, requiring that all Contractors and Subcontractors have in place written substance abuse prevention programs/policies in full compliance with said Act. Contractor, and its subsidiaries working under this Agreement, shall execute the certification attached hereto as **Appendix E**.

p) If it is demonstrated the Contractor causes damages to the streets, alleys, or any public property of the Village, the Village shall prepare a cost estimate to repair the damage and the Contractor shall have thirty (30) days thereafter to provide written comment to the cost estimate, and the Contractor shall remit the cost to repair the damage to the Village within thirty (30) days after a final written cost of the repair is sent to the Contractor.

q) The Village and the Contractor shall adjust the fall leaf season hours provided to the Village in the following manner: the Contractor shall provide at no additional cost to the Village, a total of one hundred and seventy (170) hours of time for one (1) licensed packer truck operator and one (1) rear load packer collection vehicle per year for the term of this Agreement to be used for the Village's fall leaf collection program. The Contractor's collection truck operator shall possess the appropriate driver's license in accordance with State of Illinois and shall work eight (8) hour shifts. Rear load packer collection vehicle will be operated only by the Contractor personnel and shall be domiciled at the Village Public Works Facility Monday to Friday. Vehicle will be returned to the Contractor each Friday during the (8) eight hour shift and shall be returned to the Village Public Works Monday during (8) eight hour shift. The Village shall pay for the fuel used for the collection vehicle in the course of the fall leaf collection program. All leaves collected during the fall leaf collection program shall be disposed of at the Contractor's Yard Waste transfer location.

r) The Contractor shall collect and dispose, at no additional charge to the Village, up to One Thousand Dollars (\$1,000) or the equivalent of seventy (70) cubic yards annually of debris from houses as a result of basement flooding, from the rear yard of houses.

s) The Contractor shall service/empty, once weekly, all Village-owned refuse Containers located at various locations throughout the Village. There are sixteen (16) Village-owned Containers located in Village right-of-ways and the Village reserves the right to add up to four (4) Containers without additional compensation to the Contractor.

t) The Village may require periodic "Quality Control Conferences" with the Contractor to discuss the quality of service provided by the Contractor.

u) Residents may temporarily suspend refuse and recycling services provided it is for a minimum period of two (2) months. The Village shall provide the Contractor with a location list of service interruptions a minimum of two (2) weeks prior to suspension of service for each location. The Contractor shall not be compensated for suspended locations during the suspension period.

v) The Contractor and The Village agree that in the event any new law or regulation, or any revision or amendment to an existing law or regulation, that is imposed or levied by any governmental authority that increases the cost for collection and disposal of MSW, recyclable materials, or yard waste to the Contractor during the term of this Agreement, the base service rate per month for each single family household may be adjusted to reflect said tax or regulatory requirement increase. For example, if the State of Illinois levies a regulatory tax of \$.50 on each ton of material disposed of in an Illinois landfill, a home generates approximately 1.43 tons per year (total tonnage collected in the Village / by the number of house hold units serviced = the average per unit generation) x \$.50 = \$.715 / 12 = \$.559 per month increase in the rate per unit serviced. Any new tax or regulatory increase shall be verified by the Contractor by actual records of payment, and it shall be the responsibility of the Contractor to verify and demonstrate to the Village such increased operating expenses. The Contractor must produce evidence, satisfactory to the Village that said records are valid by way of actual payment verification.

w) The Contractor agrees to continue to work with the Village and the Village's Sustainability Committee to ensure all new initiatives, recommendations, and educational outreach to community is discussed to ensure positive adjustments in the future. The Contractor agrees to annual reviews with the Village and the Village's Sustainability Committee to review the Curbside Compost Collection Program to ensure its long term success. Reviews will allow for changes in the agreement that are satisfactory to both the Contractor and the Village.

x) The Contractor agrees to assist the Village with educational material that will be distributed to each resident by during the recycling container set out. Educational material will also be available at Village Hall and other locations. The Contractor shall also make available to the Village a representative of the Contractor from time to time to hold recycling education events.

y) The Contractor will supply each alley serviced household with one (1) sixty five (65) gallon trash Cart and one (1) sixty five (65) gallon recycling Cart. The current house count with alley collection service is four hundred thirty four (434). The alley collection homes shall be provided the trash and recycling Carts for the duration of this agreement.

The Contractor shall maintain the condition of the Cart providing necessary repairs and replacement during the normal useful life of the Cart for the resident conditioned upon normal wear and tear. If the Cart is damaged due to animals, the Contractor agrees to replace Cart one time for no fee. Any Cart or Cart lid replacement after the initial replacement would be a fee of \$45.00 per Cart and \$15.00 per Cart lid.

z) **Recyclable Materials.** In the event that the Contractor must pay the recycling processor to receive recyclable materials, the Contractor may provide the Village with a written request for an increase in the monthly charges to cover the additional costs. Such request shall provide, in detail, the additional costs and demonstrate the amount of the revised monthly charges as a result of the additional costs. The Village shall not unreasonably refuse to compensate the Contractor.

1) **Cook County Solid Waste Transfer Station Tipping Fees.** The Contractor and Village agree that all tipping fees assessed from Cook County Solid Waste Transfer Station Tipping Fees currently at \$.22 per ton will be passed through to the Village. The Contractor will validate the all fees through monthly tonnage reporting. The Contractor must produce evidence, satisfactory to the Village that said records are valid (actual payment verification).

Only pass through charges may be applied.
OK
MS

SECTION 21: CONTRACTOR'S REPRESENTATIONS

a) The Contractor has familiarized itself with the nature and extent of this Agreement, the work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the services.

b) The Contractor has given the Village written notice of all conflicts, errors or discrepancies that he has discovered in this Agreement and the written resolution thereof by the Village is acceptable to Contractor.

c) The Contractor agrees that this Agreement is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of this Agreement.

SECTION 22: COMPLIANCE WITH LAWS AND AGREEMENT TERMS

a) The Contractor shall comply with all applicable laws, ordinances, rules and regulations of any Federal agency or of the State of Illinois, County of Cook and Village of River Forest relating to performance of this Agreement, use of premises and public places and safety of persons and property, as currently existing and/or as amended or added to at any time during the term of this Agreement. The Contractor shall obtain at their own expense; all permits and licenses required by law or ordinance and maintain the same in full force and effect.

b) It is the understanding and intention of the parties hereto that this Agreement shall constitute a contract for the collection and disposal of solid waste and that said Agreement shall not constitute a franchise.

c) All terms and conditions of this Agreement are considered material and failure to perform any of said conditions a breach of said Agreement. Should Contractor fail to perform any of said terms or conditions, the Village shall have the right to terminate this Agreement only after ten (10) days written notice to Contractor of the violation of the Agreement and the failure of the Contractor to remedy the violation within said time. In addition to any and all equitable or legal remedies available to the Village in the event of a breach of this Agreement by Contractor, the Village shall have the right to call upon the performance bond herein. The remedies provided to the Village herein shall be cumulative and not exclusive. No waiver by the Village of a default by the Contractor under this Agreement shall be construed as a waiver by the Village of any subsequent default or failure to perform on the part of the Contractor.

SECTION 23: FAILURE TO PERFORM – INSOLVENCY – NON-ASSIGNABILITY

a) In the event the Contractor in any way shall fail to collect and/or dispose of the solid waste materials as required by this contract:

1. The Contractor shall give immediate notice to the Village of such failure in writing stating therein the reasons for such failure;

2. The Village may then proceed with the work itself or cause such work to be undertaken by a third party, and the Village shall have the right to bill the Contractor for all costs incurred by it by reason of such failure of the Contractor to perform; and

3. The Contractor shall pay said costs to the Village, or shall allow the Village to deduct such costs from any payment to the Contractor for past services rendered which may be due and owing.

b) In the event that any failure or alleged failure on the part of the Contractor to substantially collect and/or dispose of the material herein provided to be collected and disposed of by the Contractor shall continue for a period of ten (10) days following written notice of such failure, and provided such failure shall not be due to strikes, catastrophe, acts of God, or other causes beyond the Contractor's reasonable control, then the Village, at its option, may continue to proceed according to the steps set forth in Paragraph (a) above, or may terminate this Agreement and/or proceed to a legal determination for loss or damage due to such breach of contract or proceed to call upon the Contractor's performance bond or pursue such other remedies as may be available to the Village by law.

c) The Contractor shall not be paid whenever it shall have failed to perform the work and provide the services as required of it in this Agreement, even if such failure is caused by events or occurrences of a nature commonly known as "force majeure," or acts of God or strikes beyond Contractor's control.

d) In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Agreement shall immediately terminate; and in no event shall this Agreement be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall become insolvent or fail to meet its financial obligations, then this Agreement may be terminated at the option of the Village upon fifteen (15) days written notice to Contractor and in no event shall this Agreement be, or be treated, as an asset of Contractor after the exercise of said option.

e) This Agreement is not assignable by 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 Contractor in case of bankruptcy, or insolvency of Contractor, but shall be subject to termination as above provided.


SECTION 24: BINDING EFFECT OF AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the Contractor and the Village and their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in two original counterparts. All portions of this Agreement have been executed by the duly authorized representatives of the Village and Contractor.

CONTRACTOR

VILLAGE OF RIVER FOREST



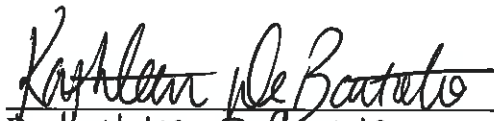
By: Roy Strom
Its: President or C.E.O.



Village President Catherine Adduci

Attest:

Attest:



By: Kathleen DeBartolo
Its: Secretary



Village Clerk Sharon Halperin



APPENDIX A

RATE SCHEDULE

Monthly Service Rate

<u>Seven Year Agreement</u>	<u>Base Service</u>	<u>Special Service</u>	<u>Percentage</u>
May 1, 2015 to April 30, 2016	\$25.62	\$37.99	4.00%
May 1, 2016 to April 30, 2017	\$26.64	\$39.51	4.00%
May 1, 2017 to April 30, 2018	\$27.51	\$40.79	3.25%
May 1, 2018 to April 30, 2019	\$28.27	\$41.92	2.75%
May 1, 2019 to April 30, 2020	\$28.97	\$42.96	2.50%
May 1, 2020 to April 30, 2021	\$29.70	\$44.04	2.50%
May 1, 2021 to April 30, 2022	\$30.29	\$44.92	2.00%

Curbside Compost Collection

<u>Seven Year Agreement</u>	<u>Base Service</u>	<u>Percentage</u>
May 1, 2015 to April 30, 2016	\$18.00	4.00%
May 1, 2016 to April 30, 2017	\$18.72	4.00%
May 1, 2017 to April 30, 2018	\$19.86	3.25%
May 1, 2018 to April 30, 2019	\$20.40	2.75%
May 1, 2019 to April 30, 2020	\$20.91	2.50%
May 1, 2020 to April 30, 2021	\$21.43	2.50%
May 1, 2021 to April 30, 2022	\$21.86	2.00%

Universal Solid Waste Tags

<u>Seven Year Agreement</u>	<u>Unit Cost</u>
May 1, 2015 to April 30, 2016	\$2.65
May 1, 2016 to April 30, 2017	\$2.75
May 1, 2017 to April 30, 2018	\$2.85
May 1, 2018 to April 30, 2019	\$2.95
May 1, 2019 to April 30, 2020	\$3.05
May 1, 2020 to April 30, 2021	\$3.15
May 1, 2021 to April 30, 2022	\$3.20

UNLIMITED HOUSEHOLD WASTE REMOVAL DAY & EMERGENCY COLLECTION RATES

<u>Year</u>	<u>One Employee and One Truck Per Hour</u>	<u>Additional Employee</u>	<u>Disposal Per Ton</u>
May 1, 2015 to April 30, 2016	\$135.00	\$59.00	\$47.50
May 1, 2016 to April 30, 2017	\$140.00	\$62.00	\$48.00
May 1, 2017 to April 30, 2018	\$145.00	\$65.00	\$48.50
May 1, 2018 to April 30, 2019	\$150.00	\$68.00	\$49.00
May 1, 2019 to April 30, 2020	\$155.00	\$71.00	\$49.50
May 1, 2020 to April 30, 2021	\$160.00	\$74.00	\$50.00
May 1, 2021 to April 30, 2022	\$165.00	\$77.00	\$50.50

APPENDIX B

INSURANCE REQUIREMENTS

A. Insurance Requirements

The Contractor shall procure and maintain the following insurance during the entire term of the agreements:

<u>Type of Insurance</u>	<u>Required Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000 per accident \$500,000 disease (policy limit) \$500,000 disease (each employee)
3. Commercial General Liability, including "occurrence" coverage for:	
A. Premises and operations independent contractors protective, contractual liability, broad form property damage and XCU hazards	\$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$2,000,000 general aggregate. \$1,000,000 annual aggregate per location for bodily injury and property damage combined.
B. Products and completed operations (including broad form property damage)	\$1,000,000 per occurrence for bodily injury and property damage combined. \$1,000,000 annual aggregate for bodily injury and property damage combined.
C. Personal injury liability	\$1,000,000 per occurrence \$1,000,000 annual aggregate
4. Business Auto liability (including owned, non-owned and hired vehicles)	\$1,000,000 per accident for bodily injury and property damage and \$2,000,000 aggregate.
5. Umbrella/Excess liability (to apply as excess over 2 and 4 above)	\$4,000,000 per occurrence \$4,000,000 annual aggregate
6. Environmental Impairment/Pollution Liability Coverage for pollution as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provided coverage for incidents occurring during transportation of pollutants.	\$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

B. Miscellaneous Provisions

1. The insurance policies set forth in items 3 and 5 above shall continue to be maintained for a period of two (2) years following the termination of the Agreement.
2. Equivalent insurance must be maintained by each subcontractor of the Contractor.
3. All insurance companies must be reasonably acceptable to the Village and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.
4. All liability coverage's shall be written on an occurrence basis.
5. Prior to commencing Services under the agreements, the Contractor shall deliver, or cause to be delivered, to the Village certificates of insurance and actual additional insured endorsements (and other evidence of insurance requested by the Village) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.
6. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days' prior written notice has been given to the Village by certified mail.
7. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Village and the additional insured's set forth below.
8. The insurance policies set forth in Sections A.3, A.4 and A.5 above shall be endorsed to include the Village, its officials, employees, agents and volunteers as additional insured's for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insured's.

APPENDIX C

CONTRACTOR CERTIFICATION OF RIGHT-TO-BID

**CONTRACTOR CERTIFICATION
OF-RIGHT-TO-BID**

Pursuant to 720 ILCS 5/33 E-3 and E-4 (2004) of the Illinois Criminal Code, I hereby certify that

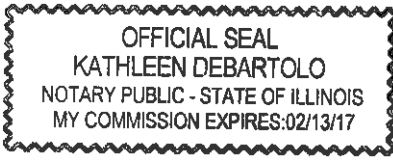
Ray Strom Refuse Removal Service, Inc. is not barred from bidding on or entering into this
(Contractor)

contract as a result of violations of the bid rigging or bid rotating regulations.

Contractor/Subcontractor: Ray Strom Refuse Removal Service, Inc.
Name of Authorized Representative: Ray Strom
Signature of Authorized Representative: [Signature]
Title of Authorized Representative: CEO
Address: 1201 Greenwood Ave.
Maywood, IL 60153
Date: 5-20-2015

Subscribed and sworn to before me this 20th day of May, 2015

[Signature]
Notary Public



APPENDIX D

CONTRACTOR CERTIFICATION OF SEXUAL HARASSMENT POLICY

**CONTRACTOR CERTIFICATION OF
SEXUAL HARASSMENT POLICY**

Roy Strom Refuse Removal Service, Inc. hereby certifies that said Contractor/Vendor has a
(Contractor)

written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

Contractor/Subcontractor:

Roy Strom Refuse Removal Service, Inc.

Name of Authorized Representative:

Roy Strom

Signature of Authorized Representative:

Roy Strom

Title of Authorized Representative:

CEO

Address:

1201 Greenwood Ave.

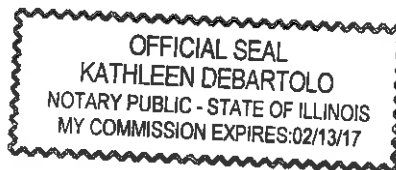
Maywood, IL 60155

Date:

5-20-2015

Subscribed and sworn to before me this 20th day of May, 2015

Kathleen DeBartolo
Notary Public



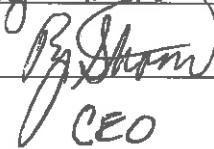
APPENDIX E

CONTRACTOR CERTIFICATION OF SUBSTANCE ABUSE PREVENTION POLICY

**CONTRACTOR/SUBCONTRACTOR CERTIFICATION OF
SUBSTANCE ABUSE PREVENTION PROGRAM**

Roy Strom Refuse Removal Service, Inc. hereby certifies that said Contractor/Subcontractor
(Contractor/Subcontractor)

has a written substance abuse prevention program/policy in place in full compliance with 820
ILCS 265/ which may be cited as the Substance Abuse Prevention on Public Works Projects Act,
Public Act 95-0635.

Contractor/Subcontractor: Roy Strom Refuse Removal Service, Inc.
Name of Authorized Representative: Roy Strom
Signature of Authorized Representative: 
Title of Authorized Representative: CEO
Address: 1201 Greenwood Ave
Maywood, IL 60153

Date: 5-20-2015

Subscribed and sworn to before me this 20th day of May, 2015


Notary Public

