

**VILLAGE OF ORLAND PARK**  
**Scavenger Services**  
**(Contract for Services)**

This Contract is made this **30<sup>th</sup> day of August, 2010** by and between The Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Waste Management of Illinois, Inc. (hereinafter referred to as the “CONTRACTOR”).

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the “PARTIES,”) the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- This Contract
- The Terms and Conditions
- Attachment A – Scavenger Services
- Attachment B – Street Sweeping
- The Proposal submitted by Contractor on May 21, 2010, to the extent it does not conflict with this contract.
- All Certifications required by the Village
- Certificates of insurance
- Performance and Payment Bonds as may be required by the VILLAGE

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

CONTRACTOR shall provide pick-up, collection, removal and disposal of garbage and refuse, recyclables, and yard waste from all residential units, including single family residences, row-type housing, and multiple family residences within the corporate limits of the Village of Orland Park, Illinois, as further described in Attachment A. CONTRACTOR shall also provide Street Sweeping services as further described in Attachment B

(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the

following amount for performance of the described services:

Monthly base collection and disposal fee per residential unit for contract years November 1, 2010 through midnight October 31, 2013 shall be:

**REFUSE/RECYCLE/YARD WASTE**

<u>YEAR</u>	<u>Monthly Residential Unit Rate</u>
November 1, 2010 – October 31, 2011	\$18.55 per residential unit
November 1, 2011 – October 31, 2012	\$19.01 per residential unit
November 1, 2012 – October 31, 2013	\$19.49 per residential unit

**CONSTRUCTION DEBRIS IN EXCESS OF TWO YARDS**

<u>YEAR</u>	<u>RATE</u>
November 1, 2010 – October 31, 2011	\$15.50/Cubic Yard
November 1, 2011 – October 31, 2012	\$15.89/Cubic Yard
November 1, 2012 – October 31, 2013	\$16.28/Cubic Yard

- CONTRACTOR will furnish a statement within five days after the last day of each month end to VILLAGE indicating the number of residential units from which pick-up, collection, removal and disposal of garbage and refuse has been made. VILLAGE will pay such statement as soon as possible after opportunity by the Finance Department of VILLAGE to verify the accuracy of said statement and present same for approval to the VILLAGE Board of Trustees at a regular meeting, while adhering to the clerical process of making payment required by law. The VILLAGE will reconcile on a quarterly basis the preceding three (3) month billing period with Village records. In the event of any discrepancy in said reconciliation between CONTRACTOR and VILLAGE, an adjustment will be applied to the next billing period.
- The VILLAGE will provide CONTRACTOR with a list of uncollectable accounts and apply a credit against the monthly invoice for those units that were uncollectable.

**STREET SWEEPING:**

- The fee for sweeping services is included in the monthly Refuse/Recycle/Yard Waste fee paid by VILLAGE to CONTRACTOR as stated above.
- For the purpose of the hourly cost charges that may be billed during the performance of this Agreement, the hourly rate for services shall be \$78.00 with a three (3) hour minimum.

## **REVENUE SHARING FROM RECYCLING**

The revenues generated from the sale of the recyclables shall be calculated and paid to the VILLAGE by CONTRACTOR as follows:

- CONTRACTOR will rebate back to the VILLAGE fifty percent (50%) of any net revenue received from the processing/sale of recyclables.
- CONTRACTOR will provide VILLAGE with a "Monthly Waste Disposal Report" summarizing recyclables processed during the month. This report shall be provided whether or not revenue is generated from the sale of recyclables.

## **CUSTOMER LOYALTY REBATE**

CONTRACTOR will provide a monthly payment of Five Thousand and No/100 (\$5,000.00) Dollars to the VILLAGE as a customer loyalty rebate.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence November 1, 2010 and continue expeditiously for three (3) years from that date until final completion on October 31, 2013. This Contract shall terminate October 31, 2013, with the option to negotiate an additional three (3) year extension or such other agreed period, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The CONTRACTOR shall not make any settlement or compromise of a lawsuit or claim, or

fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE and any other indemnified party. The VILLAGE or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the CONTRACTOR shall promptly reimburse the VILLAGE or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the VILLAGE or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this CONTRACT shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

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**To the VILLAGE:**

Denise Domalewski  
Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: ddomalewski@orland-park.il.us

**To the CONTRACTOR:**

Jim Karls  
Municipal Marketing Manager  
Waste Management of Illinois, Inc.  
11601 S. Austin  
Alsip, Illinois 60803  
Telephone: 708-388-8855  
Facsimile:  
e-mail: jkarls@wm.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

**SECTION 10: COMPLIANCE:** CONTRACTOR shall comply with all of the requirements of the CONTRACT DOCUMENTS, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the VILLAGE has contracted. The VILLAGE will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the VILLAGE for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the VILLAGE within two (2) business days of the request being made by the VILLAGE. The undersigned agrees to indemnify and hold harmless the VILLAGE from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or

other dispute resolution costs) arising out of or relating to its failure to provide the public records to the VILLAGE under this agreement.

**SECTION 12: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and the venue for legal disputes shall be Cook County, Illinois.

**SECTION 13: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 14: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

FOR: THE CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: Village Manager

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT A  
SCAVENGER SERVICES  
GARBAGE AND REFUSE, RECYCLABLES AND YARD WASTE

**ARTICLE 1. GENERAL PERFORMANCE-GUIDELINES**

1.1. CONTRACTOR shall make pickup, collection and removal of garbage, refuse, yard waste and recycling on a designated day of the week with respect to each residential unit. For purposes of this Agreement, Monday shall be the beginning of week. In the event a holiday (which the parties agree shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) shall occur on any day of the week, the designated pickup, collection and removal for residential units for the remainder of said week shall be one day later than the usual designated day. Pick-up schedules will be provided to the VILLAGE with frequencies of pick-ups as follows:

- a. One pick-up, collection and removal of garbage and refuse shall be made by CONTRACTOR each week from each residential unit according to the schedule provided during the contract period;
- b. One pick-up, collection and removal of toter cart and/or bagged yard waste shall be made by CONTRACTOR each week between April and November, according to the same schedule as garbage and refuse pick-up;
- c. One pick-up, collection, curbside chipping and removal of branches, brush and tree pieces shall be made during the first full week of each month between April and November, according to the schedule of garbage and refuse pick-up;
- d. A pick-up, collection, chipping and removal of Christmas trees shall be made the first two full weeks of each January on the regular day of scheduled garbage and refuse pick-up;
- e. Should the need arise to arrange for special pick-ups, or collection and removal, or placement of containers for storage and removal of garbage and refuse, compost waste, or branches and brush, schedule and collection arrangements may be coordinated through the Public Works Director or any other person designated by the VILLAGE MANAGER; and
- f. Collection of recyclable materials shall be in accordance with Section IV RECYCLING.

1.2. In the event CONTRACTOR is unable for a specific reason to make a scheduled pick-up of all or any part of the foregoing from any residential unit (which includes single family residences and multiple family residences), the CONTRACTOR shall notify the Department of Public Works of VILLAGE of said inability not later than the end of the pick-up day for said residential dwelling unit. If CONTRACTOR fails to provide the scheduled pick-up service, make up service

will be provided within 24 hours, or the cost for the VILLAGE to provide such service will be deducted from the amount due CONTRACTOR as shown on that month's billing. No improperly contained materials, mixed waste, hazardous substances, material improperly cut up, stone, dirt or metal (such as engine blocks, transmissions, axles, posts, rods and other non-recyclable heavy metal parts) will be required to be collected and removed by CONTRACTOR.

1.3. CONTRACTOR will perform the pickup, collection, removal and disposal of garbage, refuse, compost and recyclable materials in a prompt, orderly and professional manner.

1.4. CONTRACTOR warrants and guarantees that the approved and permitted landfill space required to receive the garbage and refuse from VILLAGE customers during the term of this Agreement is and will continue to be available.

1.5. CONTRACTOR will utilize only Illinois Environmental Protection Agency and U.S. Environmental Protection Agency (as relevant) approved and permitted facilities for incineration, processing, composting, landfilling, or other means of end disposal. It shall be the duty of the CONTRACTOR to make the VILLAGE aware of new collection, recycling or disposal technology that may provide benefits to the VILLAGE. The CONTRACTOR shall consider such technology and expeditiously work with the VILLAGE in a good faith effort to implement the agreed upon technology.

## **ARTICLE 2. BASIC COLLECTION, RECYCLING & DISPOSAL SERVICES**

2.1. CONTRACTOR will furnish all equipment and labor required to pick-up, collect, remove and dispose of garbage and refuse and yard waste from all residential units including single family residences, which includes row type housing for definition purposes, and multiple family residences within the corporate limits of the Village of Orland Park, Illinois.

2.1.1. Residents of residential units shall be required to furnish their own garbage and refuse containers, being containers manufactured and made expressly for the purpose of holding and containing household garbage and refuse. Disposable plastic or other type bags designed and manufactured for refuse and garbage will be considered proper containers. Containers designed for manual tipping shall be no larger than 45 gallons in capacity. Residents may purchase or lease from CONTRACTOR dumping carts for garbage and refuse pick-up, no larger than 96 gallons in capacity, which will operate on a semi-automated dumping system. See Article 2.1.3 for pricing.

2.1.2. CONTRACTOR will make available to residents of Orland Park dumping carts for yard waste pick-up, no larger than 96 gallons in capacity, which will operate on a semi-automated dumping system. Such containers will be made available for purchase or lease to the resident and shall be used as a primary means of storage of compost waste between pick-ups. See Article 2.1.3 for pricing. As an alternate to dumping carts, residents may use Kraft paper degradable bags.

2.1.3 The semi-automated dumping containers which may be used for garbage/refuse and yard waste, shall be paid for as follows:



a. Rental Fee (Available for use with garbage/refuse, yard waste and additional recycle toter): Toter Cart rental fee shall be \$36.00 per year, payable in **two** \$18.00 installments. The amount shall be paid by the customer to the CONTRACTOR.

b. Purchase Fee (Available for use with garbage/refuse and yard waste):  
A new toter cart shall be available to purchase for \$75.00. The amount is payable directly to the CONTRACTOR.

c. Delivery and Assembly Fee  
Delivery, including assembly of a toter cart to a customer, whether rental or purchase, shall be free of charge.

d. Cart Replacement by CONTRACTOR  
If a rented or owned cart is damaged, the Contractor will deliver a new cart to customer free of charge. Lost or stolen carts will be replaced free of charge if a police report is provided; otherwise new carts will have to be purchased or rented at the fees stated in Article 2.1.3a and 2.1.3b.

2.1.4. VILLAGE agrees that it will keep in force present ordinances or enact such ordinances as are necessary to prohibit use of oil drums, cardboard drums, burners and other containers fabricated by residents for the purpose of containing garbage and refuse. Maintaining such ordinances will efficiently carry out the obligations thereunder, as well as comply with requirements for hauling, storage and disposal, which may be enacted, by local, state or federal requirements.

2.2. CONTRACTOR will pick-up, collect, remove, and dispose of or recycle any and all household garbage and refuse, including the following:

- a. Newspapers bundled and tied;
- b. Recyclable refuse in proper container(s);
- c. Washer, dryers, hot water heaters, dishwashers, refrigerators, freezers, tires without rims, trash compactors, etc. Residents are required to give CONTRACTOR advanced notice, at least twenty-four (24) hours, by calling CONTRACTOR'S customer service department. Failure to give notice will result in delayed collection;
- d. Household furnishings such as sofas, chairs, televisions, beds, dressers, etc.;
- e. Swing sets cut into lengths not to exceed four feet;
- f. Carpeting, rolled and tied in lengths not to exceed four feet in length and one (1) foot (twelve inches (12")) in diameter.

2.3 In the event CONTRACTOR is unable for a specific reason to make pick-up of all or any part of the foregoing from any residential unit, the CONTRACTOR shall notify the Department of Public Works of VILLAGE of said inability not later than the end of the pick-up day and identify said residential dwelling unit(s). If CONTRACTOR failed to provide the scheduled pick-up service, make up service will be provided within 24 hours, or the cost incurred by VILLAGE to provide such service will be deducted from the amount due CONTRACTOR as shown on that month's billing.

2.4 No engine blocks, transmissions, axles, truck or commercial tires, heavy metal parts, broken concrete, stone, clay, dirt, metal, swimming pools, hazardous substances (as defined by State or Federal law), or refuse resulting from building construction which will cause damage to equipment or injury to drivers, will be required to be collected and removed by the CONTRACTOR.

2.5 VILLAGE agrees that residents of single-family residences shall be required to place containers and refuse at the curb line or on the shoulder of street or alley directly accessible by truck sufficiently in advance of the arrival of said truck. CONTRACTOR shall return containers, unless disposable, to the curb line or shoulder of the street.

2.6. Garbage and refuse from multiple family units will be collected and removed in the rear of the multiple family buildings or wherever possible if prior arrangements are made. The CONTRACTOR shall not be responsible, however, for damages to driveways or parking lots on rear pick-ups from multiple family units that are a part of this Agreement.

CONTRACTOR agrees to furnish containers to all multiple family dwelling unit buildings at no charge, provided that pick-up service frequency does not exceed one (1) time per week, and that all units contained within the multifamily service location are billed by the VILLAGE for refuse service via their water bill. CONTRACTOR must notify all multiple family dwelling owners of this no-charge rental program. CONTRACTOR will provide the VILLAGE with a listing of those accounts receiving this service. CONTRACTOR will repair or replace damaged containers at no cost. All such containers shall meet all requirements of Federal and State of Illinois laws and the ordinance specifications of the VILLAGE relating to construction and safety and shall be-placed upon a hard level surface.

### **ARTICLE 3. ORGANIC WASTE COLLECTION & COMPOSTING**

3.1. CONTRACTOR shall remove organic horticultural landscape waste in strict compliance with all applicable federal, state and local laws, ordinances and regulations as follows:

- a. Leaves grass or garden waste properly contained in CONTRACTOR provided dumping carts or degradable bags. CONTRACTOR will not be required to pick up material in improper containers, (i.e., non-degradable bags, bushel baskets, boxes, grocery bags, "homemade" or fabricated for home use cans).
- b. Small branches and limbs bundled with twine so that one man can load material. No such branch or limb shall exceed four (4) feet in length with individual pieces not to

exceed four (4) inches in diameter (no metal tie material may be used).

c. Large branches or logs must be stacked separately at the curb on pick-up day and cut into lengths not exceeding 24 inches with individual pieces not over eight (8) inches in diameter (no metal tie material may be used).

d. In addition to the services described in 1b and 1c above, CONTRACTOR shall provide one pick-up collection curbside chipping and removal of branches, brush and tree pieces to be made during the first full week of each month between April and November, according to the schedule of garbage and refuse pick-up. Should excessive volumes occur, pick-up may be delayed so that each day's work must be complete before the next scheduled day's work is begun.

e. Christmas trees may be set out for collection in their entirety during the first full two weeks of January each year and CONTRACTOR will provide a dedicated collection vehicle.

f. Stumps and roots will be picked up, provided that they are cut into lengths not exceeding 24 inches and with no piece exceeding eight (8) inches in diameter. No piece may have metal, stone or excessive dirt attached to it or embedded into it.

Yard waste as enumerated in items 3.1a to 3.1f above shall not exceed three (3) cubic yards per residence for each pick-up.

3.2. Proper containment of organic waste is basic to the operations of yard waste handling and containment will be as follows:

a. Semi-automated dumping containers which are no larger than 96 gallons in capacity and dump by a horizontal bar dumping system as well as an arm grab dumper. Such containers may be owned and/or rented by CONTRACTOR to customer as defined in ARTICLE 2.1.3. For identification purposes, the 96 gallon totes shall be green in color.

b. Kraft paper bags of a degradable type may be used in place of, or in addition to, the can system of collection. Bags shall be of a biodegradable type that will meet standards of degradability of the VILLAGE. Such bags when filled must not exceed 45 gallons in capacity or 35 pounds, whichever is greater and must be capable of storage, carrying and loading without breakage or product failure.

#### **ARTICLE 4. RECYCLING**

4.1. The VILLAGE will utilize curbside recycling for the purpose of diverting materials herein specified from any other form of disposal and said diverted materials shall be recycled, sold for recycling or reused. Further, CONTRACTOR shall provide VILLAGE with a "Monthly Waste Disposal Report." Said report shall be provided within thirty (30) calendar days after the last working day of each calendar month, whether or not revenue is generated from the sale of

recyclables. The report shall be signed by the General Manager certifying that the report is correct and accurate. CONTRACTOR shall not receive payment for the reporting month until the report is received by the VILLAGE. The “Monthly Waste Disposal Report” shall serve as the official VILLAGE record for showing compliance with existing or future county, state, or federal laws or regulations covering solid waste monitoring, recycling programs, proof of diversion records, and Environmental Protection Agency or other agency requirements that are currently in effect or will be in effect. CONTRACTOR agrees to promptly notify VILLAGE of any changes in reporting requirements.

#### 4.2. Recycling Containers

Each new residential household account will receive a 96 gallon blue recycling cart/toter, with the option to exchange their toter for a different size once within a 6-month period free of charge. All recyclable materials shall be placed inside the 96 gallon blue cart/toter and placed curbside next to the refuse container. CONTRACTOR will empty the blue cart/toter of all recyclables on a bi-weekly basis. Established residents (those receiving service from Waste Management for more than 6 months) may request Waste Management to replace cart/toter with a different size cart/toter for a fee of \$25.

CONTRACTOR shall supply, deliver and maintain the CONTRACTOR owned recycling cart/toter supplied to each single family and multiple family residence. Additional recycling cart/toter may be rented from CONTRACTOR for \$3.00 per month, charged directly by CONTRACTOR to the resident.

#### 4.3. Pilot Programs and Future Materials

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

4.3.1. Education - Annual presentations will be developed for the area grammar schools. Specific programs will educate the students to teach their families.

4.3.2. Solar Powered Compactors – CONTRACTOR will provide VILLAGE with four (4) solar powered compactors at no cost for strategic placement throughout the community. These compactors demonstrate the VILLAGE’s commitment to sustainable solutions.

4.3.3. WM Think Green from Home CFL Recycling Kits – CONTRACTOR will provide VILLAGE with 100 Waste Management Think Green from Home CFL Recycling Kits at no cost to the VILLAGE. These are to be distributed to residents at the Village’s discretion.

4.3.4. Battery Tracker Recycling Buckets – CONTRACTOR will supply VILLAGE with five (5) WM Battery Tracker 3.5 gallon Battery Recycling Buckets at no cost to the VILLAGE to house at a public location to promote environmental awareness allowing residents to bring their household-use dry cell batteries to the Village for proper recycling.

#### 4.4. Curbside Recycling Fee

Monthly curbside recycling fees while the program is in effect during the contract years shall be included in the basic rate of residential collection and disposal service as provided in **SECTION 2: SCOPE OF THE WORK AND PAYMENT:** of Scavenger Services Agreement. All recycling materials shall be collected on the same day as refuse service.

#### 4.5. Multi-Family Recycling Program

The CONTRACTOR shall establish an effective system for the bi-weekly pick-up of recyclable items at all condominium and apartment buildings not already part of the single family curbside recycling pick-up. This recycling program shall be available to multi-family residential buildings in the VILLAGE. No extra service fees shall be charged to the VILLAGE to perform this service. (Reasonable fees shall be determined for the use and service of the recyclable container(s)). The fee shall be mutually determined by the VILLAGE and the CONTRACTOR. The fee shall be paid by the property owner directly to the CONTRACTOR.)

### **ARTICLE 5. OTHER SERVICES**

5.1. CONTRACTOR agrees to participate in Special Projects with the VILLAGE.

5.1.1. CONTRACTOR agrees to maintain its quality level of participation and to proportionately increase its participation in relation to VILLAGE population growth in the VILLAGE'S spring and fall clean-up programs, which are sponsored by the VILLAGE and its community organizations.

5.1.2. CONTRACTOR shall maintain and proportionately increase, based upon VILLAGE population growth, the availability of dumpsters, availability of chipping equipment, availability of packer trucks, and manpower to the VILLAGE for use on special projects in addition to the spring and fall cleanups.

5.1.3. CONTRACTOR shall participate through its manpower, expertise and other resources in VILLAGE waste programs, special VILLAGE community projects, recycling projects, and other solid waste disposal program needs identified by the VILLAGE and/or CONTRACTOR.

5.2. As part of this Scavenger Services Agreement, the CONTRACTOR will provide appropriately sized containers and schedule route pick-ups at public locations designated for VILLAGE facilities, VILLAGE Library and the Orland Fire Protection District without additional cost for pick-up and servicing.

Large rolloff containers, up to 15 containers per month, on average for a calendar year, or up to 180 containers per calendar year, to be used at the discretion of the Public Works Director, will be provided for the VILLAGE at the Public Works facility for clean-up hauling for the Public Works Department.

5.3. Residents may independently hire the CONTRACTOR for services beyond the scope of this Agreement. A schedule of services for residents includes but is not limited to the following:

- a. Clean up of 3 cubic yards of debris at the curb so that one person can quickly and safely load the material. Charge will be \$10.00 per cubic yard. If customer wants clean up on a day other than regularly scheduled pick-up day, an additional \$30.00 off-route cost will be charged
- b. Rolloff containers will be provided at the scheduled costs and conditions of the CONTRACTOR.

5.4. CONTRACTOR shall assist the VILLAGE, free of charge, to pursue grant opportunities from governmental and private sources and other income sources or money saving programs related to the waste collection and disposal services CONTRACTOR performs for the VILLAGE. Said services include identification of possible grants and other income sources and the provision of reasonable technical data and other information necessary to complete any relevant applications and exhibits thereto. Further, CONTRACTOR shall maintain and expend public awareness and education regarding environmental matters relevant to municipalities generally and/or VILLAGE specifically. The CONTRACTOR shall meet with the VILLAGE on a regular basis as necessary to mutually determine the timing, method and cost of such programs and related components thereof.

CONTRACTOR will keep all of its equipment used in the performance of the work aforesaid in a clean, safe and sanitary condition. All refuse trucks shall be of the covered, all-metal type, and no garbage or refuse shall be permitted to fall or blow from such vehicle.

5.5. It shall be the resident's responsibility to set out refuse according to a defined schedule (by 6:00 AM. of scheduled pick-up day), as determined by both parties to this Agreement and to promptly remove empty containers. Any contents that may be spilled on the parkway or street from an approved container or from CONTRACTOR'S vehicle are to be cleaned up and disposed of immediately by CONTRACTOR in a workman like manner. The collection and disposal of garbage, rubbish and refuse is a service that seriously affects the general health and safety of the public.

ATTACHMENT B  
STREET SWEEPING

The CONTRACTOR shall provide the VILLAGE with street sweeping services as defined below:

**ARTICLE 1: DEFINITIONS AND GENERAL INFORMATION**

1.1 The VILLAGE has approximately 200 centerline miles of roadway and ten (10) public parking areas to be swept, as well as perimeter roads maintained by other agencies.

1.2. The sweeping season shall comprise approximately forty (40) weeks from March 1 to November 30 of each year. The CONTRACTOR may be required to continue to sweep beyond the designated sweeping season, maintaining the frequency as closely as possible, as directed by the Director of Public Works. Sweeping during the period from November 30 to March 1 of the following year will be paid on a per-hour basis consistent within the terms of this Agreement. The VILLAGE may delay or start early the normal forty (40) hour week schedule without penalty.

1.3. The term debris shall mean all materials normally picked up by a mechanical or vacuum sweeper, such as sand, salt, glass, paper, cans, and other materials. It will also include large items such as stones, tree limbs, wood, cable, and other such materials in the areas to be swept on the day or in the routing of regularly scheduled sweeping.

1.4. The term street shall mean the paved area between the normal curb line of a roadway whether an actual curb line exists or not. It shall not include any ways that would cause damage to the equipment used. It does not include sidewalks, areas adjacent to the roadway, or parking lots other than the VILLAGE parking lots specified in this Agreement or added during the terms of this agreement. If other paved areas are to be included other than VILLAGE owned parking lots, they shall be added to this Agreement by mutual agreement.

1.5. VILLAGE parking lots shall mean the VILLAGE'S ten (10) publicly owned parking areas as listed below by the following known names and addresses:

- a. Village Hall Parking Lot 14700 South Ravinia Avenue
- b. John Humphrey Complex 14700 South West Avenue
- c. Village Facility at 14600 South Ravinia Avenue
- d. Village Center 14700 South Ravinia Avenue
- e. Commuter Parking Lot 10300 West 153rd Street
- f. Centennial Park 15700 South West Avenue
- g. Public Works Employee Lot 15655 South Ravinia Avenue
- h. Commuter Parking Lot 179th and Southwest Highway

- i. Commuter Parking Lot 143rd and Southwest Highway
- j. Sportsplex 11351 West 159th Street

1.6. Adverse weather conditions shall mean heavy rains, below freezing temperatures, snow, and other inclement weather conditions, as well as, those reasons to be designated by the Director of Public Works. Any work delayed for reasons so indicated will start again as soon as adverse weather conditions no longer exist and shall be caught up within ten (10) working days after the condition no longer exists, which had created such a delay in services provided.

1.7. Holidays shall be New Year's Day, Memorial Day observed, Fourth of July observed, Labor Day, Thanksgiving Day, and Christmas Day. The preceding will vary according to state and local holiday designations, which are in accordance with the prevailing labor agreements that the CONTRACTOR may have, as well as those the municipality may so designate.

## **ARTICLE 2: SCOPE OF WORK**

2.1 The CONTRACTOR will sweep as needed to completely clean all streets currently owned and maintained by the VILLAGE or designated for sweeping as a part of this Agreement as well as the VILLAGE'S public parking areas as listed in the Definitions and General Information. Repetitive sweeping to remove all debris is required unless such debris is excluded in ARTICLE 2.7 below.

### 2.2. Frequency

2.2.1. The CONTRACTOR will sweep each street in the VILLAGE four (4) times per year unless otherwise specified, at an interval of 40 days minimum, 60 days maximum.

2.2.2. The following streets will be swept at a frequency of eight (8) times per year at an interval of 20 days minimum, 35 days maximum.

- a. West Avenue from 143rd Street to Ravinia Avenue
- b. LaGrange Road from 131st Street to 171<sup>st</sup> Street
- c. John Humphrey Drive from 143rd Street to Orland Square Drive
- d. 147th Street from John Humphrey Drive to Ravinia Avenue
- e. 94th Avenue from 151st Street to 159th Street
- f. 151st Street from Harlem Avenue to Dead End
- g. 143rd Street from Harlem Avenue to Will-Cook Road
- h. Harlem Avenue from 143rd Street to 159<sup>th</sup> Street
- i. 159th Street from 70th Avenue to Will-Cook Road
- j. 153<sup>rd</sup> Street from Route 45 to Wolf Road



- k. Southwest Highway from 143rd Street to 131st Street
- l. 149th St. from LaGrange Road to Ravinia Avenue
- m. 144th Place from John Humphrey Drive to West Avenue
- n. 151st Street from Wolf Road to Will-Cook Road
- o. Main Street Triangle Roadways (Village Downtown area)

2.2.3 Public parking lots to be swept four (4) times per year at times specified by the Director of Public Works are defined in ARTICLE 1.5 above.

2.3. Street sweeping shall be done at the hours most convenient to CONTRACTOR and agreed to by VILLAGE on scheduled days of sweeping at no additional cost to the Village. Parking Lots shall be swept during hours that Lots are clear of vehicles.

2.4. The CONTRACTOR shall supply and maintain all equipment necessary to accomplish these sweepings.

2.5. The CONTRACTOR may be required to sweep certain areas at times during off-season months from November 10th to March 1<sup>st</sup>. Compensation during off-season months shall be paid on an hourly basis for sweeping performed according to the terms of this Agreement.

2.6. All streets shall be swept in such a manner as not to impede normal traffic or traffic patterns. The Department of Public Works shall be provided a map and notified of the scheduling of sweeping to be done. A bi-monthly report shall be provided detailing all pertinent information from the preceding sweeping period.

2.7. CONTRACTOR shall not be required as part of this Agreement to sweep streets which have dirt, clay, stone or sand which is due to area construction and is in excess of one (1) inch in depth. CONTRACTOR shall immediately notify the VILLAGE of streets with an excess of one (1) inch of dirt, clay or sand build-up.

2.8. CONTRACTOR shall be responsible for removal of all collected debris. Such debris shall be unloaded into a container provided by the CONTRACTOR for such use which will be taken from the VILLAGE when full or debris will be hauled from the VILLAGE and carried with sweeping equipment. Debris that is collected will be hauled to an Illinois Environmental Protection Agency (IEPA) permitted transfer facility or disposal site.

2.9. The CONTRACTOR shall notify the VILLAGE in writing within 24 hours of any personal injury or of any street or property damages which may occur during the performance of this Agreement.

2.10. The CONTRACTOR shall secure permission for street sweeping from the appropriate jurisdiction on all streets defined for sweeping within this Agreement.

## ARTICLE 3: CONTRACTOR OBLIGATIONS

3.1. The CONTRACTOR shall furnish proof of ownership, or a signed lease for the duration of the Contract, of adequate motorized machines suitable for meeting the requirements of this Agreement.

3.2. Equipment or machines which are used in the performance of this Agreement must meet the following qualifications:

3.2.1. Machines shall be equipped with an efficient water spray system for dust control, and the spray system must be maintained in good operating condition.

3.2.2. Machines shall be of dual steering, truck mounted, vacuum operating type and must be equipped with a main broom and dual gutter brooms capable of sweeping at a minimum of an eight (8) foot path and full sweeping of gutters of cul-de-sacs without over-running curb lines.

3.2.3. Machines must be properly registered and insured in accordance with the motor vehicle Laws of the State of Illinois and the VILLAGE. The same insurance provisions as set forth in **SECTION 5: INDEMNIFICATION AND INSURANCE:** of the Scavenger Services Agreement between the VILLAGE and the CONTRACTOR shall apply to this Agreement.

3.2.4. Machines must be in good working condition and be maintained in good working order throughout the life of this Agreement.

3.2.5. A sufficient supply of spare brooms and equipment parts must be kept on hand to insure the timely and continuous fulfillment of this Agreement.

3.2.6. Equipment must be capable of removing litter, leaves and debris sufficiently to meet VILLAGE cleanliness standards.

3.2.7. Equipment must conform to all federal, state and local safety standards and regulations.

3.2.8. The CONTRACTOR will provide fuel and maintenance for all vehicles and for equipment.

3.2.9. The CONTRACTOR must have a capable operator available at all times to direct operations. This operator will report to the Director of Public Works or his designee any problems that occur, and provide daily progress reports and a progress report after each sweeping cycle.

3.2.10. The CONTRACTOR shall maintain the agreed upon frequency of sweeping as closely as possible, subject to adverse weather conditions, defined under the terms of this Agreement. The CONTRACTOR will not be required to do any hand sweeping or to

return to sweep an area previously blocked by illegally parked vehicles unless requested and paid at the regular hourly rate of this Agreement.

3.2.11. The CONTRACTOR agrees **not** to sublet or assign this Agreement in whole or in part without the written authorization of the VILLAGE.

3.2.12. The CONTRACTOR shall make the equipment maintenance records, time sheets, mileage records, or any other reports pertinent to the requirements of this Agreement, available to the VILLAGE upon request.

#### **ARTICLE 4: VILLAGE OBLIGATIONS**

4.1. The VILLAGE shall provide adequate water supply and access in the VILLAGE for filling equipment water systems and equipment wash-down. Such water supply locations will be designated by the Director of Public Works, which will be predetermined and agreeable to the VILLAGE and CONTRACTOR.

4.2. If residents of the VILLAGE are to be notified in advance of sweeping, it shall be the responsibility of the VILLAGE to provide for its residents posted signs, a description or map of areas to be swept, and enact such ordinances which shall keep roadways clear of all excess parking on regularly scheduled days of sweeping.

4.3. If the VILLAGE shall require no parking in areas that are to be swept, it shall be the responsibility of the VILLAGE to enforce no parking ordinances in areas so designated in order to allow orderly and effective performance of this Agreement.

#### **ARTICLE 5: DETERMINATION AND HANDLING OF SERVICE DISCREPANCIES**

5.1. The VILLAGE shall designate a person who shall be responsible for inspection of completed work and notify the CONTRACTOR of person's identity.

5.2. Any work done by the CONTRACTOR which is inadequate or not reasonably satisfactory to said designated person shall be reswept at no charge to the VILLAGE.

5.3. In the event of a disagreement between the said designated person and the CONTRACTOR, the designated person and CONTRACTOR shall each make a report to the Village Manager who shall decide said dispute.

5.4. If, in the reasonable opinion of the VILLAGE, the CONTRACTOR has failed in the performance of this Agreement or is unable to complete this Agreement, the VILLAGE may notify CONTRACTOR of its intention to terminate this Agreement by giving thirty (30) days written notice. If at the end of said 30-day period, adequate corrective actions have not been satisfactorily made and taken, this Agreement shall be considered as terminated.