



Draft

**VILLAGE ORLAND PARK, IL
REFUSE, RECYCLING and YARD WASTE COLLECTION AND DISPOSAL
AGREEMENT**

This Refuse Recycling and Yard Waste Collection and Disposal Contract (the "Contract") is entered into this ____ of _____, by and between The Village of Orland Park, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and Waste Management of Illinois, Inc., a Delaware Corporation (hereinafter the "CONTRACTOR"). The VILLAGE and CONTRACTOR being sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

Whereas, Section 11-19-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-19-1) permits a municipality to enter into an exclusive contract for the collection and final disposition of garbage and refuse within the municipality and specifically authorizes such contracts for periods of time not exceeding thirty (30) years; and

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

WITNESSETH

Now, therefore, in consideration of the mutual covenants, promises, undertakings and agreements hereinafter set forth, the sufficiency of which is hereby mutually acknowledged, the VILLAGE and the CONTRACTOR agree as follows:

I. **GENERAL PROVISIONS**

1. **Scope of Work**

The CONTRACTOR shall be responsible for all work to be performed under this Contract, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, landfill and compost facility space required to perform and complete the collection, transportation and disposal of all Refuse, Yard Waste and Recyclables as defined in this Contract. Such service shall be provided for all applicable properties and Residential Customers within the corporate limits of the Village of Orland Park and any land hereinafter annexed, as well as any Residential Customers which are constructed during the term of this Contract, all in accordance with this Contract. The CONTRACTOR acknowledges that it is familiar with the number and type of properties to

be served within the VILLAGE, and is familiar with the projected growth of the VILLAGE boundaries.

2. Definitions

The following words and phrases, when used in this Contract shall have the meanings as specified herein:

Bulk Materials: Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, sixty (60) pounds in weight. Examples include sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture, and large appliances that do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Bundle: Any material allowed under the definition of Hard Landscape Waste such as limbs, branches, or other loose items which do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the bundle not to exceed twenty four (24) inches.

Commercial Multiple Family Customers: Commercial multiple family customers are considered buildings with more than fifty (50) units. Services for these customers will not be covered under the terms of the VILLAGE's waste hauling agreement.

"Customer" means the owner or occupant of a residential dwelling to whom the CONTRACTOR furnishes services pursuant to this Contract.

Composting: The process by which aerobic microorganisms decompose organic matter into a humus-like product.

Curbside: Positions immediately behind the curb and within the parkway that are used for the collection of refuse, yard waste, and recycling containers.

Garbage Bag: A plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.

Dumpster: A large trash steel waste receptacle designed to be hoisted and emptied into a truck.

Hard Landscape Waste: Brown stemmed branches and shrub pruning with large stems or trunks not to exceed four (4) feet in length and two (2) inches in diameter individually, excluding Christmas trees.

Household Construction and Demolition Debris: Waste materials from "do-it-yourself" interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

Household Garbage: All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e. cans, metal ware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household) empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials. Household garbage shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks, and other similar materials.

Kraft Paper Products: mailing tubes, wrapping paper, and other similar kraft type paper items.

Kraft Paper Bag: A special bio-degradable paper bag, not exceeding 45 gallons in capacity or 35 pounds, whichever is greater and must be capable of storage, carrying and loading without breakage or product failure and will shred and degrade quickly in the composting process.

Landscape Waste: An accumulation of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.

"Municipal Waste" whether or not capitalized and used in any of its grammatical forms, means municipal waste as defined by Section 5/3.290 of the Act (415 ILCS 5/3.290).

Multiple Family Residential Customers: A multiple family living unit, including apartments, condominiums, and residential buildings comprised of between five (5) and fifty (50) units.

Recyclables (also referred to as Recyclable Materials): Any material, which would otherwise be disposed of or discarded, which is separated from Municipal Waste so as to render it useable in a process, or alone, such that it can be returned to the economic mainstream in the form of raw materials or products. Examples of recyclables are newspapers and magazines, paper bags, office paper, mixed paper, colored paper, envelopes, unwanted mail, catalogs, telephone books, soft and hard cover bound books, paperboard, cardboard (including wet strength carrier stock) unlimited in size, frozen food packaging, Aseptic Packaging, Gable-Top Containers, glass bottles, jars, aluminum cans, foil, baking dishes, steel or tin containers, empty aerosols, plastic containers including #1 (PET), #2 (HDPE), #3 (V), #4 (LDPE), #5 (PP), #7 (other), and plastic carrier straps and other material mutually agreed to by the VILLAGE and the CONTRACTOR.

Refuse: Household garbage, household construction and demolition debris, and bulk materials.

Refuse Containers: Containers manufactured and made expressly for the purpose of holding and containing household garbage and refuse.

Residential Customers: An individual living unit, including single family detached homes, apartments, townhomes, condominiums, and residential buildings comprised of four (4) units or less.

Rolloff Container: A roll-off is an open top dumpster characterized by a rectangular footprint, utilizing wheels to facilitate rolling the dumpster in place. The open top container is designed to be transported by special roll-off trucks.

Soft Landscape Waste: Grass and garden clippings, leaves, pruning of small diameter green stemmed shrubs, weeds, plant materials, etc.

Street Sweeping: The Village of Orland Park has approximately 200 centerline miles of roadway to be swept and ten public parking areas and perimeter roads maintained by other agencies. The CONTRACTOR shall use a mechanical or vacuum sweeper to pick up debris 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.

Tipping Fee: Charge levied upon a given quantity of waste received at a waste processing facility.

Cart A wheeled plastic container with a tight-fitting top, not to exceed ninety (96) gallons in size, requiring a semi-automated mechanism for collection. All carts must be approved by and/or supplied by the CONTRACTOR for an additional monthly collection charge. “

“VILLAGE” means the Village of Orland Park, Illinois.

White Goods: Any domestic and/or commercial large appliance that contains CFC or HCFC refrigerant gas, capacitors containing PCBS, mercury switches, or other hazardous components as defined by 415 ILCS 5/22.28. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas) humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

3. Exclusive Grant

The VILLAGE agrees that in consideration of the faithful performance of the obligations herein undertaken by the CONTRACTOR, the VILLAGE, by execution of this Contract, grants to the CONTRACTOR, for the term of this Contract only, the sole and exclusive license to collect and dispose of municipal waste, Refuse, Yard Waste, and recyclables from all Residential Customers within the corporate limits of the VILLAGE of Orland Park and any territory hereinafter annexed.

4. CONTRACTOR's Private Work

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

5. Contract Period

The initial term of this Contract shall be ten (10) years, commencing on November 1, 2013 and shall remain in full force and effect through midnight of December 31, 2023.

Upon the mutual written consent of both the VILLAGE and the CONTRACTOR, the Contract may be extended beyond its term provided the agreement for the extension is made at least four (4) months prior to the expiration date of the Contract. The Contract may be extended once for a period of no more than three (3) years from the date of the expiration.

6. Compliance With Applicable Laws

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

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

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

Contract.

8. Permits, Licenses, Certifications and Taxes

The CONTRACTOR shall secure and pay for, at its expense, all necessary permits, licenses and certificates required for the successful performance of this Contract ~~to perform the work herein~~. The CONTRACTOR shall maintain said permits, licenses and certificates in full force and effect during the term of this Contract, and shall comply with all requirements thereof. No work shall proceed or commence without said necessary permits, licenses, and certificates.

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

9. Independent Contractor

The CONTRACTOR acknowledges that it is an Independent CONTRACTOR and that none of its employees, agents, or assigns are employees of the VILLAGE. The CONTRACTOR shall be solely responsible for unemployment, social security, and other payroll tax payments required by law or union contract.

10. Performance Bond

At the time of the execution of the Contract, the CONTRACTOR, at its expense, shall provide the VILLAGE with a performance bond in the following amounts which shall be maintained in full force and effect throughout the term of this Contract and any extensions thereof:

<u>Contract Term</u>	<u>Performance Bond Amount</u>
November 1, 2013 through December 31, 2016	\$2,000,000.00 per year
January 1, 2017 through December 31, 2020:	\$2,225,000.00 per year
January 1, 2021 through December 31, 2023:	\$2,500,000.00 per year

Said bonds shall be executed with a surety company licensed to do business in the State of Illinois and acceptable to the VILLAGE and shall be subject to approval as form and content by the VILLAGE'S attorney. This Contract shall not be executed unless said performance bond had been delivered and approved as herein provided. No work shall commence or proceed without said performance bond being approved and in full force and effect. Failure to provide or maintain said performance bond in full force and effect shall be cause for termination of this Contract.

11. Insurance

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

(a) WORKERS COMPENSATION & EMPLOYER LIABILITY

\$3,000,000 – Each Accident

\$3,000,000 – Policy Limit

\$3,000,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

(b) AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

(c) GENERAL LIABILITY (Occurrence basis)

\$5,000,000 – Each Occurrence

\$6,000,000 – General Aggregate Limit

\$5,000,000 – Personal & Advertising Injury

\$6,000,000 – Products/Completed Operations Aggregate

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

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$15,000,000 – Each Occurrence

\$15,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

(e) The insurance coverage shall be written with insurance companies licensed to do business in the State of Illinois and acceptable to the VILLAGE. All insurance premiums shall be paid without cost to the VILLAGE. Said policies shall provide that they may not be cancelled or reduced without thirty (30) days prior written notice to the VILLAGE. In the event of any cancellation or reduction, the CONTRACTOR is responsible for obtaining new insurance coverage. The CONTRACTOR shall name the VILLAGE as an additional insured on each policy for any liability arising out of the CONTRACTOR'S work.

(f) The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way limit the liability of the CONTRACTOR under the terms of this Contract. The CONTRACTOR shall procure and maintain, at its own cost and expense, any additional types and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the execution of the work.

12. Indemnification

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

from, arising out of, relating to or in connection or associated with, or pursuant to this Contract, caused by any act or omission of the CONTRACTOR, its agents, employees, or any Subcontractors in performance or non-performance of the work to be conducted under this Contract.

CONTRACTOR agrees, at its sole cost and expense, to unconditionally indemnify and hold harmless and defend the VILLAGE and the VILLAGE's former, current and future officials, trustees, agents, contractors, employees and insurers and/or successors in interest of any kind for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterclaims, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorneys' fees and liability for damages of any kind and causes of action of any kind and nature (including but not limited to all liabilities, claims, suits, costs and expenses which the VILLAGE may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment), whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the VILLAGE, and/or the VILLAGE's former, current and future officials, trustees, agents, contractors, employees and successors in interest of any kind, by any person or entity arising out of, relating to, connected with, or in any way associated with the following: (a) CONTRACTOR's breach of any term or provision of this Contract; (b) any negligent or willful act or omission of CONTRACTOR, its employees, agents, or subcontractors in the performance of this Contract; (c) the violation or alleged violation by CONTRACTOR, its employees, agents, or subcontractors of any federal, state or local law, regulation, statute, ordinance, license, or permit and (d) the release, threatened release or presence of contaminants (which shall include but not be limited to hazardous waste, hazardous substances and any material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous) which occurs during the transportation and/or disposal of the Refuse, Yard Waste and Recyclables and/or from or on the site(s) or facility(ies) utilized for the disposal of the Refuse, Yard Waste and/or Recyclables. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the VILLAGE, and its former, current and future officials, trustees, employees, contractors, agents, insurers and/or successors in interest, shall have the right to determine the attorney(s) of its, his, hers or their choice to represent and defend their interests in any legal or administrative action in the event that a conflict exists which prevents the same defense counsel from representing the CONTRACTOR and the VILLAGE or its former, current or future officials, trustees, employees, contractors, agents, insurers or successors in interest, all at the CONTRACTOR's expense pursuant to this Contract. Notwithstanding any other provision in this Contract to the contrary, the duration of the indemnification hereunder shall be indefinite.

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

13. Default, Penalties and Fines

All terms and conditions of the Contract are considered material and the failure of the CONTRACTOR to perform any of said terms and conditions shall be considered a breach of the Contract. If the CONTRACTOR fails to perform according to the terms and conditions herein, or fails to collect and/or dispose the Refuse, municipal waste and Yard Waste, and fails to collect and/or market the recyclables as required herein for more than seven (7) consecutive working days, the VILLAGE shall reserve the right to determine if there has not been sufficient cause to justify such lack of performance. If in the VILLAGE'S judgement, sufficient cause has not been demonstrated, the VILLAGE shall serve notice, identifying the Contract violations and stating that this contract shall be deemed in default if the CONTRACTOR does not take action to correct the violation or re-establish the schedule within three (3)

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

Should the CONTRACTOR fail to provide service to 99% of the scheduled service addresses by the day after the scheduled collection day, the CONTRACTOR shall pay to the VILLAGE liquidated damages of \$500 per day until service is provided to those neglected service addresses. In addition, for complaints not resolved to the VILLAGE's satisfaction within 48 hours, excluding Sundays and Holidays, liquidated damages of \$50 per day will be assessed against the CONTRACTOR. Should the CONTRACTOR choose to operate in violation of the hours of operation listed herein, the CONTRACTOR shall pay to the VILLAGE liquidated damages of \$500 per day. These provisions do not waive other remedies that the VILLAGE may have.

The CONTRACTOR shall be solely liable for fines, liquidated damages and penalties imposed by the VILLAGE or other governmental agency resulting from the CONTRACTOR's performance or its failure to perform its duties and obligations under the Contract.

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

13. Non-assignment of Contract

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

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

The VILLAGE will agree to keep in force present ordinances or enact such ordinances as are necessary to prohibit the 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.

If material is not collected due to non-compliance with State Statute, the Contract shall leave the

resident a card, note, or "door hanger" to (1) identify the specific reason for non-collection and (2) explain the proposed recourse the resident should take to alleviate the dispute. The Contractor shall be required to provide a labeling system for refuse containers that do not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, over capacity, container over weight, unacceptable refuse, and the like.

15. Disputes

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

16. Title to Municipal Waste, Landscape Waste and Recyclables

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

17. Notices

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

If to the VILLAGE:

Village Manager
VILLAGE of Orland Park
14700 Ravinia Drive.
Orland Park, IL 60462

If to the CONTRACTOR:

Municipal Marketing Manager or District Manager
Waste Management of Illinois, Inc.
21700 S. Central Ave
Matteson, IL 60443

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

18. Severability

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

19. Law to Govern and Venue

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

20. Right to Require Performance

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

21. Future Development/Annexations

The Contractor shall service land annexed to the Village of Orland Park during the term of the Contract, as well as residential dwellings constructed during said term. Service to land annexed to the VILLAGE and future residential development shall be provided on the same terms as set forth herein. A new structure shall be considered a serviceable address upon the issuance of the Certificate of Occupancy. Changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc. shall be communicated to the Contractor by the VILLAGE.

22. Provision for Vacant Properties

The VILLAGE shall not be charged for service addresses that have been vacant for thirty (30) or more days. The date of vacancy is determined as the date water is shut off to that service address. It shall be the VILLAGE's responsibility to notify the Contractor of such service addresses.

23. VILLAGE's Leaf Collection Program

The Contractor shall provide to the VILLAGE a sufficient number of 30 yard dumpsters to efficiently store leaves collected from the VILLAGE's leaf collection program at no fee to the VILLAGE if the VILLAGE does not exercise the alternative service titled Bulk Parkway Leaf Collection Program. The Contractor shall provide a driver and truck for the removal of filled dumpsters, on an as needed basis, to a disposal site to be determined by the Contractor.

II. GENERAL OPERATING REQUIREMENTS

1. Identification of Applicable Properties for Collection

The applicable properties located in the VILLAGE for which collection and disposal services of municipal waste, landscape waste and recyclables shall be provided pursuant to this Contract are as follows: The term UNIT shall mean all single-family residential units including single family residences, row-type housing, and multiple family residences within the VILLAGE corporate limits, attached and detached town homes, coach homes, and duplexes. The term UNIT shall also include all multifamily residential dwellings whether classified as apartments, or condominiums, residential units that are combined with commercial and/or industrial units. Commercial units and industrial units shall not be covered under this agreement.

2. Collection Times

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

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

November 1, 2013

Monday through Friday

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

4. Holidays

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

5. Storage of CONTRACTOR'S Equipment and Materials

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

6. Public Information

No later than August 30, 2013, the CONTRACTOR, at its expense, shall develop, print and distribute to all residential customers, a brochure, approved by the VILLAGE, explaining the solid waste, landscape, and recycling programs covered under this contract. The brochure shall be updated and distributed whenever there is a change in the service or programs provided, including changes in collection times. The brochure shall include a toll-free telephone number of the CONTRACTOR to be used for customer complaints as required herein.

7. Customer Complaints

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

8. Disposal Site Required

The CONTRACTOR shall have available for use throughout the contract term an Illinois Environmental

Protection Agency permitted site(s) for the ultimate disposal of all waste under this Agreement.

9. Sufficient Financial and Equipment Capabilities

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

10. Standard of Performance

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

11. Employees and Conduct

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

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

CONTRACTOR shall provide courteous personnel on its collection crews and courteous and knowledgeable personnel in its customer service function. Employees shall carry official company identification and shall present such identification upon request. Vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle operated. Vehicle operators shall obey traffic regulations, including gross vehicle weight and speed limits.

12. Labor Regulations

The CONTRACTOR shall comply with all labor regulations enforced by state or federal agencies.

13. Current Estimate of Residential Service Units

The following is the estimated number of residential service units currently being serviced in the VILLAGE as of May 2013: 22,100 units. The VILLAGE disclaims any warranties and or accuracy of these numbers.

14. Vehicles

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

The VILLAGE reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the Contract.

The Village of Orland Park is interested in working with a Contractor that currently, or is in the process, of transitioning toward alternative fuel trucks (e.g. Liquefied Natural Gas, Compressed Natural Gas, etc.) for solid waste collection. The Contractor shall operate a minimum of 50% of CNG/LNG trucks in the Village by completion of the fifth year of the agreement (10/31/18), and 100% by termination of the agreement (12/31/23).

15. Change in Service

If the VILLAGE should wish to change the type of service provided during the term of the Contract including, but not limited to, the type of materials collected, method of collection, variety of recyclable materials collected, etc., the VILLAGE shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to when such service is to begin. The VILLAGE and Contractor shall agree to negotiate the terms, frequency, and price of such change in service after proper notice has been given.

16. Reporting

Quarterly Report: The Contractor shall prepare and submit to the VILLAGE a quarterly report, due by the 20th day of the following month. The report shall include the following information detailed by month:

- a) Total weight in tons of refuse land- filled each month.
- b) The total number of white goods collected per month.
- c) Name and location of the landfill facility used by the Contractor.
- d) A listing of complaints as specified above in MISSED PICK-UP AND COMPLAINT HANDLING.
- e) Total weight, in tons, of recyclable materials collected.
- f) Revenue received by Contractor for sale of recyclable materials.
- g) Tipping fee savings due to recycling (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site).
- h) Name and location of recycling processing facility used by Contractor.
- i) Total weight in tons of yard waste each month.
- j) Name and location of composting facility used by Contractor.

INDUSTRY BEST PRACTICES REPORTING

The Contractor will provide two reports per calendar year to the VILLAGE, set at a time and venue established by the VILLAGE. The Contractor will provide one presentation on reporting data and information on statistics and trends in waste collection and recycling specific to the VILLAGE, including benchmarking and comparable data with similarly sized communities. From time to time, and at the VILLAGE's request, the Contractor may also be asked to present new and emerging trends in the waste and recycling industry, including but not limited to a regularly changes, new technologies, and other aspects of waste avoidance, collection, hauling, and recycling. The VILLAGE from time to time may also request a review of the company's facilities to further educate the board and staff on the processes surrounding waste disposal, recycling and composting standards and technologies.

III. PROGRAM DEFINITIONS AND DESCRIPTIONS

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

A Municipal Waste Collection

A.1 Definition: Municipal solid waste as defined herein shall be defined as the day-to-day accumulations of non-hazardous waste materials as may be generated in a household which includes discarded and unwanted putrescible and non putrescible household and kitchen wastes, including but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage", and all combustible and non combustible waste materials resulting from the usual routine of domestic housekeeping including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers and small electronic appliances such as toasters, vacuum cleaners, etc., and those items not defined as RECYCLABLES or LANDSCAPE WASTE. Christmas trees, wreaths, and other ornamental indoor plants are included this definition. For the purposes of this agreement, the terms REFUSE, rubbish, garbage, solid waste, trash, and waste are included in this definition.

The definition of municipal waste shall not include large automotive parts or tires, broken concrete, quantities of construction and/or demolition materials in excess of 2 cubic yards, building materials, rocks, soil, household hazardous wastes such as paints, oils, solvents or other materials that may present a fire hazard, any single household item too large to be placed in a compactor-type truck or for one person to reasonably manage, and/or material(s) resulting from fires, floods, flooding, or evictions. These types of items are not subject to collection under the agreement. This definition shall also include electronic wastes that are banned from deposit in landfills as a result of Public Act 95-0959 – Electronic Products Recycling & Reuse Act, beginning January 1, 2012.

The CONTRACTOR will accept incidental quantities of construction type materials provided that it does not exceed two cubic yards, it is properly bundled or contained in the provided cart or approved container, and that one person can safely load the materials into the collection vehicle.

A.2.1 Refuse Containers - 96-gallon or 64-gallon carts: Beginning in 2013, the CONTRACTOR shall at its own expense, provide each single family, duplex, and where applicable, attached multiple family units covered under this agreement with a 96-gallon commercial grade cart for the purpose of refuse collection. Residents during the initial cart distribution shall have the option to request a 64-gallon cart during the term of the agreement. The carts will remain the property of the CONTRACTOR. The CONTRACTOR will be responsible for the distribution of and the maintenance of the carts in the event that the carts are damaged from normal usage throughout the term of this agreement. The CONTRACTOR shall be responsible for repair or replacement of the carts as a result of normal usage and wear and tear. The CONTRACTOR will not be responsible for the cleanliness and/or odors resulting from the cart usage by the residents. The Contractor will make available for rent or purchase additional 64-gallon or 96-gallon refuse carts for charges outlined in Section IV of this agreement. 35-gallon carts may be requested by the Village or residents on a case-by-case basis, and shall be made available by

the Contractor.

A.2.2 Multiple Family Refuse Collection: 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 the agreement.

For multiple family dwellings that require commercial containers, the Contractor agrees to furnish the containers 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 commercial 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.

A.3 Frequency of Collection: Once per UNIT each week.

A.4 Service Levels: The CONTRACTOR shall provide once per week the collection of garbage, refuse, recyclables, and yard waste materials for all occupied UNITS within the VILLAGE. All GARBAGE and REFUSE as herein defined that is designated for collection and disposal may be placed in the provided refuse cart or container. Additional refuse materials may be placed in covered cans or containers not to exceed forty-five (45) gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. Heavy-duty bags that are securely fastened shall be considered proper containers so long as they do not exceed thirty-three (33) gallons capacity and are fifty (50) pounds or less in weight. Cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley adjacent to the provided-gallon cart.

A.5 Bulk Item Service: Bulk items are defined, including but not limited to large items such as couches, chairs, mattresses and tables and other furniture pieces. Bulk items, as defined herein, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this contract. The CONTRACTOR will make available the collection of household bulk items as part of the weekly pick-up. Individual residents will be responsible to contact the CONTRACTOR and arrange for collection of additional bulk items on an individual basis. Residents with Bulk Items in excess of 3 cubic yards may require special arrangements in advance of collection and payments according to the rate schedule in Section IV of this agreement.

A.6 Special Pick up and Optional Service: The Contractor will haul away up to two (2) cubic yards of household construction and demolition debris at the curb so that one person can quickly and safely load the material. If a resident has more than two (2) cubic yards of household construction debris, the resident will be charged a fee per cubic yard in excess of two (2) cubic yards. An additional per cubic yard cost may be charged directly to the customer according to rates outlined in Section IV of this agreement. Such items shall be arranged for pick up between Customer and CONTRACTOR or other independent CONTRACTOR at a special charge to Customer. The CONTRACTOR will make available 10, 15, 20 and 30 cubic yard containers for this purpose.

A.8 VILLAGE Requested Clean Ups

The VILLAGE may request that the CONTRACTOR conduct curbside clean ups for illegally dumped

refuse, code violations, foreclosures, etc...The CONTRACTOR will determine the appropriate method and time for the clean ups so long as said waste is non-hazardous and is within the scope of this agreement. The CONTRACTOR will invoice the VILLAGE on per loose cubic yard and/or other appropriate means as authorized by the VILLAGE. Special charges such as labor and equipment and hard-to-handle charges may apply. The charges for the clean up will be set forth in Section IV of this agreement.

A.9 Public Building/Areas Collection: CONTRACTOR shall be required to collect municipal waste and recyclable materials via commercial containers, provided by the CONTRACTOR at or before the commencement date of this contract, once per week at no cost from containers in public areas as described in attachment B:

The VILLAGE reserves the right to include additional municipal buildings or facilities for service by the Contractor during the term of the Contract. The number and type of containers or dumpsters and their placement at each location shall be specified by the VILLAGE and shall be furnished at no charge by the Contractor during the term of the Contract. The VILLAGE reserves the right to change the number and type of containers or dumpsters and their placement at each location. The VILLAGE may add additional VILLAGE owned or leased buildings or property without additional charge for once per week commercial collection.

A.10. Roll off Services: The Contractor shall provide up to 180 roll-off containers per contract year for the VILLAGE's use. The VILLAGE must provide the Contractor with a least 48 hours notice for placement of these containers.

A. 11 Annual Bulk Clean Up Week The Contract shall provide for an annual bulk trash clean-up week to units serviced under the contract. The bulk trash clean-up week will allow each resident to place bulk quantities of trash on their parkway for pick up once per year on their normal service day.

All trash and bulk items must be placed curbside by 6 a.m. and in an orderly fashion, i.e. bagged, contained or bundled, with no loose garbage. Absolutely no construction material or hazardous materials will be collected, including batteries, gas, oil, asbestos, medical waste, paint, etc. All items must be placed on the parkway. Crews will not remove items from private property. Tires will be picked up but cannot include rims.

A.11 Disposal: All waste, as defined in this section, shall be removed from the VILLAGE at the close of each day of collection and shall be disposed of at a lawfully operated regional pollution control facility(ies) at the CONTRACTOR'S sole expense. The CONTRACTOR warrants that sufficient sites for the disposal of said solid waste will be available to the CONTRACTOR during the full term of the contract and any renewal thereof.

A.12 Equipment to be used by CONTRACTOR: The CONTRACTOR agrees to collect all municipal waste in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the CONTRACTOR will use care to see that no litter or scattering of waste material occurs by providing a suitable covering. The VILLAGE agrees and covenants with the CONTRACTOR that during the lifetime of this contract the VILLAGE will not require by ordinance or otherwise that the CONTRACTOR use any equipment not comparable with the present equipment in the performance of this contract.

B. Recyclables Collection

B.1 Definition: Recyclable materials shall mean those item that have been separated from municipal wastes and generally include items such as aluminum food and beverage containers, metal cans, bi-metal cans, glass food containers, newspapers, corrugated containers, chipboard, magazines, mixed paper, Aseptic Packaging, Gable-Top Containers, glass bottles, jars, aluminum cans, foil, baking dishes, steel or tin containers, empty aerosols, plastic containers including #1 (PET), #2 (HDPE), #3 (V), #4 (LDPE), #5 (PP), #7(other), and plastic carrier straps and other material mutually agreed to by the VILLAGE and the Contractor. The residents shall segregate recyclable materials and place them into the provided cart for collection by the CONTRACTOR (See Attachment A for complete list) Recycling collection shall also include the collection of white goods such as refrigerators, washers, dryers, water heaters and those items defined by IAC Title 35 Section 875.101. Residents will not be responsible for the removal of refrigerants or mercury switches prior to collection.

B.2 Frequency of Collection: Collection shall change from every other week collection to once per week no later than November 1, 2013. The collection shall be on the same day as municipal waste collection.

B.3 Service Level: Unlimited collection of recyclable materials defined herein as part of monthly rate. Large boxes should be cut down and placed adjacent to the recycling cart.

B.4 Recycling Containers - 96-gallon and 64-gallon carts: The CONTRACTOR shall at its own expense, provide each single family, duplex, and where applicable, attached multiple family units covered under this agreement with a 96-gallon commercial grade cart for the purpose of recycling collection. Residents shall have the option to request an exchange of their 96-gallon recycling container for a 64-gallon container during the term of the agreement. The carts will remain the property of the CONTRACTOR. The CONTRACTOR will be responsible for the distribution of and the maintenance of the carts in the event that the carts are damaged from normal usage throughout the term of this agreement. The CONTRACTOR shall be responsible for repair or replacement of the carts as a result of normal usage and wear and tear. The CONTRACTOR will not be responsible for the cleanliness and/or odors resulting from the cart usage by the residents. The Contractor will make available for rent or purchase additional 64-gallon or 96-gallon recycling carts for charges outlined in Section IV of this agreement. A resident may request one (1) additional 64-gallon recycling container at no additional charge.

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

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

B.7 White Goods: The Contractor shall have a plan for the separate collection and proper recycling/disposal of white goods collected in compliance with all State and Federal law. The cost of collection and disposal of white goods shall be included in the rate. This service shall be by advanced arrangement with the Contractor at the resident's request. Any white goods collected shall be recycled for the scrap metal content of the good, or otherwise recycled in a manner technology shall allow.

B.8 Multi-Family Recycling Program: The Contractor shall make available an effective system for the weekly pick-up of recyclable items at all multi-family residential buildings not already a 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 paid by the property owner directly to the Contractor). The vendor will make 96-gallon recycling totes available to multi-family customers at no fee. If a dumpster or roll-off container is required for multiple-family recycling, the property owner must negotiate pricing with the waste hauler for the container.

B.9 Municipal Buildings Recycling Program: The Contractor agrees to establish and/or maintain a program to collect recyclable material generated in all buildings or properties owned or leased by the VILLAGE from sites to be agreed upon by the Contractor and the VILLAGE (see list of municipal properties in the refuse municipal recycling program, p.18). Containers for storage of recyclable material shall be provided at no charge by the Contractor. This service may be performed under subcontract subject to approval of the VILLAGE. Not all municipal buildings will require a recycling container, for instance all recyclable materials generated from the VILLAGE complex (14600, 14650, 14700, 14750) are put into a single two (2) yard recycling dumpster.

B.10 Revenues: The revenues generated from the sale of the recyclables shall be calculated and paid to the VILLAGE by the Contractor as follows:

The Contractor will rebate back to the VILLAGE fifty percent (50%) of any net revenue received from the processing/sale of recyclables. For purposes of determining the value of recyclables, use the ONP #8 as published by the Official Board Market. A maximum of \$60.00 per ton will be allowed for a transportation and processing fee.

The Contractor will provide the 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.

B. 11 Commercial Multiple Family Buildings

Individual buildings with more than fifty (50) units will be exempt from the waste hauling contract as they are considered commercial accounts.

C. Landscape Waste Collection

C.1 Definition of Landscape Waste: All accumulations of grass or a combination of grass shrubbery cuttings, twigs, leaves, branches, and other material accumulated as the result routine care of maintenance of lawns, landscaping and gardens and as otherwise described at 415 ILCS 5/3.270. This definition does not include whole trees, stumps, sod, dirt, rock.

C.2 Frequency of collection: Landscape waste will be collected one day each week from April 1 through November 30.

C.3 Service Levels: Weekly collection of the materials defined herein as part of monthly rate from April 1 through November 30. Except for leaves, residents will be allowed a maximum amount of 3 cubic yards of yard waste per week.

C.4 Containers/Preparation: Landscape waste materials must be placed in a biodegradable paper "Kraft" type bags, up to thirty-three (33) gallons in capacity, which are available at local, retail outlets. Shrubbery cuttings, tree branches, twigs, must be placed either a kraft paper bag OR in a securely tied bundle. Ties must be made of string or twine. Branch bundles must not exceed 4 feet in length. Bags containing landscape waste and/or branch bundles cannot exceed 50 pounds in weight. The Contractor will make available for rent or purchase a 64-gallon or 96-gallon landscape waste cart for charges outlined in Section IV of this agreement.

C.5 Separate Vehicle Pick-up Required: Landscape waste shall not be co-mingled with any other municipal waste. A separate landscape waste pick-up shall be required with a separate vehicle.

C.6 Disposal: All landscape waste shall be disposed of at a lawfully operated landscape waste composting facility. Said facility may treat, compost, grind, or land apply said landscape waste. No landscape waste may be disposed of at a landfill or solid waste incinerator unless otherwise authorized by the Illinois Environmental Act (415 ILCS 5/1).

C.7 Christmas Tree Collection

The Contractor shall provide two special collections for Christmas trees to be held on the first two collections in January. The Contractor agrees to perform this once a year service at no charge to the Village of Orland Park residents or the VILLAGE. Christmas trees larger than 6 feet in height will be required to be cut into sections no longer than 4 feet long.

D. VILLAGE Wide Street Sweeping

D.1 Definitions

D1.a 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 document or added during the terms of this agreement.

D1.b 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, and other such materials in the areas to be swept on the day or in the routing of regularly scheduled sweeping. The Contractor will not be required to sweep streets that have dirt, clay, stone, or sand which is due to area construction and is in excess of one (1) inch in depth. Repetitive sweeping to remove all debris is required unless such debris is excluded. The Contractor will be responsible for the removal of all collected debris and transport to an Illinois Environmental Protection Agency (IEPA) permitted transfer facility or disposal site.

D.2 Street Sweeping Season: The Contractor will provide street sweeping services to approximately 291 centerline miles of streets, two times per year on dates provided by the VILLAGE. The dates for the sweeping services shall be generally be provided beginning in the first week of April through Fall after the leaves have fallen. The VILLAGE will supply water at two locations for the Contractor's use. The Contractor will be allowed to dump the sweeping debris at the Public Works yard.

D.3 The Village of Orland Park has approximately 291 centerline miles of roadway, approximately 440 cul-de-sacs and thirteen public parking areas and perimeter roads maintained by other agencies. The

fee for street sweeping of these areas shall be included in the refuse flat fee. 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 November 30, maintaining the frequency as closely as possible, as directed by the Director of Infrastructure Maintenance. Sweeping during the period from December 1 to February 28 of the following year will be paid on a per-hour basis as outlined in Section IV of this agreement. The VILLAGE may delay or start early the normal forty (40) hour week schedule without penalty. The Contractor shall supply and maintain all equipment necessary to accomplish these sweepings.

D.4 All streets shall be swept in such a manner as not to impede normal traffic or traffic patterns. The Department of Infrastructure Maintenance 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. Reports may be submitted to the Village in an electronic format.

D.5 The Contractor will sweep as needed to completely clean all streets currently owned and maintained by the VILLAGE as well as the VILLAGE's thirteen (13) public parking areas listed below. The public parking lots should be swept four (4) times per year at times specified by the Director of Infrastructure Maintenance.

- Village Hall Parking Lots - 14700 South Ravinia Avenue
- John Humphrey Complex - 14750 South West Avenue
- Recreation Administration Lots - 14600 South Ravinia Avenue
- Franklin Loebe Center Lots - 14650 South Ravinia Avenue
- Centennial Park - 15700 South West Avenue
- Public Works Employee Lots - 15655 South Ravinia Avenue
- Commuter Parking Lots - 10300 West 153rd Street
- Commuter Parking Lots - 179th and Southwest Highway
- Commuter Parking Lots - 143rd and Southwest Highway
- Sportsplex Lots - 11351 West 159th Street
- Robert Davidson Center Lots - 14760 Park Lane
- Cultural Center Lots - 14760 Park Lane
- Old Village Hall - 14413 Beacon

The Contractor will sweep each street in the VILLAGE four (4) times per year unless otherwise specified. The interval between sweepings will be a forty (40) day minimum and a sixty (60) day maximum

The following streets will be swept at a frequency of eight (8) times per year. The interval between sweepings will be a twenty (20) day minimum and a thirty-five (35) day maximum.

- West Avenue from 153rd Street to Ravinia Avenue
- LaGrange Road from 135th Street to 167th Street
- John Humphrey Drive from 143rd Street to 147th Street
- 147th Street from John Humphrey Drive to LaGrange Road.
- 94th Avenue from 151st Street to 159th Street
- 151st Street from Harlem Avenue to Huntington

- 143rd Street from Harlem Avenue to West Avenue
- Harlem Avenue from 151st Street to 159th Street
- 159th Street from 70th Avenue to Wolf Road
- 153rd Street from Route 45 to Wolf Road
- Southwest Highway from 143rd Street to 135th Street
- 149th St. from LaGrange Road to Ravinia Avenue
- 151st Street from Wolf Road to Will-Cook Road
- 88th Avenue from 159th Street to 171st Street
- Ravinia Avenue from 159th Street to Crescent Drive

E. Other Services Provided to the VILLAGE

E.1 Emergency Pick-Up

The Contractor will provide emergency pick-up and/or dumpsters to residents affected by catastrophic events beyond their control and/or if requested by the VILLAGE, in circumstances requiring prompt disposition of materials and where a delay in pick-up until the next regularly scheduled collection day would or might be injurious or detrimental to the health or welfare of the community or residents. The Contractor shall be a partner to the VILLAGE in emergency situations by providing additional services and equipment such as additional dumpsters, garbage pick-ups, street sweeping, etc. The Contractor shall be responsible for collecting all household refuse items normally collected as part of the weekly service in the event of a catastrophic event; however, the Contractor shall not be required to collect construction or demolition materials. Collection times may be waived by the Village Manager in such cases. The VILLAGE will compensate the Contractor for any emergency services that fall outside this contract's scope of service as follows: \$160.00 per hour for one driver and one vehicle and/or \$205.00 per hour for 2 drivers and a vehicle. The tonnage rate charged will be \$49.00/ton. These rates may be adjusted annually at the same rate as the same percentage as the per unit rate adjustment.

E.2 Special Projects/VILLAGE Special Events

The Contractor will agree to maintain its quality level of participation and to proportionately increase its participation in relation to the VILLAGE's population growth in the VILLAGE's annual bulk trash clean-up week (replacing the VILLAGE's spring and fall clean-up programs) which is sponsored by the VILLAGE and its community organizations. The Contractor shall maintain and proportionately increase, based upon VILLAGE population growth, the availability of dumpsters, availability of packer trucks, and manpower to the VILLAGE for use on special projects in addition to the spring and fall cleanups.

The Contractor shall participate in VILLAGE waste programs, special VILLAGE community projects, recycling projects, and other solid waste disposal program needs identified by the VILLAGE and/or Contractor.

At the conclusion of special events held by the VILLAGE, the Contractor shall collect, transport and dispose of all waste and materials that have been deposited in the VILLAGE containers, and thereafter collect and remove any extra VILLAGE containers.

E.3 Grant Opportunities

The Contractor will assist the VILLAGE, free of charge, in the pursuit of grant opportunities from governmental and private sources and other income sources or money saving programs related to the waste collection and disposal services the Contractor performs for the VILLAGE. The services will include identification of possible grants and income sources and the provision of reasonable technical data and other information necessary to complete any relevant applications and exhibits thereto.

E.4 Medical Sharps Kiosk and Disposal:

The Contractor will provide the VILLAGE at its own cost with a medical sharps kiosk to provide a dedicated disposal solution for needles and syringes in the Orland Park community. This service will also include one Lamtracker® 28-gallon sharps box with the kiosk per contract year.

E.5 Annual Community Support Contribution:

The Contractor will provide the VILLAGE with an annual check in the amount of twenty-five thousand dollars (\$25,000.00) per contract year to be used at the discretion of the VILLAGE. The check will be provided to the VILLAGE in January of each contract year.

E.6 Bagster Disposal Bags:

The Contractor will provide the Village with fifty (50) Bagster bags per year to be distributed at the Village's discretion. Collection and disposal costs of the Bagster will be the responsibility of the end user.

IV. PAYMENTS TO CONTRACTOR AND BILLING OF ACCOUNTS

A. The VILLAGE will provide to the CONTRACTOR the total number of units to be billed on a monthly basis. The UNITS shall be updated by the VILLAGE and provided to the CONTRACTOR on a monthly basis. The initial UNIT counts will be provided to the CONTRACTOR by the 20th of each month. The VILLAGE will pay in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). In the event of any discrepancy in said statement between the Contractor and the VILLAGE, the VILLAGE agrees to review said records as soon as reasonably possible and shall make any adjustments as necessary. Payments to the Contractor will be made by check or wire transfer. Other forms of payment may be made if mutually agreed upon by the VILLAGE and the Contractor.

B. Payment to the CONTRACTOR.

B.1. The CONTRACTOR'S monthly UNIT rate for all services provided in this contract for the period of November 1, 2013, through December 31, 2023, will be as follows:

<u>CONTRACT YEAR</u>	<u>Monthly UNIT Rate</u>
November 1, 2013 through December 31, 2014	\$18.58
January 1, 2015 through December 31, 2015	\$19.04
January 1, 2016 through December 31, 2016	\$19.54
January 1, 2017 through December 31, 2017	\$20.01

January 1, 2018 through December 31, 2018	\$20.51
January 1, 2019 through December 31, 2019	\$21.02
January 1, 2020 through December 31, 2020	\$21.55
January 1, 2021 through December 31, 2021	\$22.09
January 1, 2022 through December 31, 2022	\$22.64
January 1, 2023 through December 31, 2023	\$23.20

B.2 Other Rates for Services

B.2.a Debris Clean Up for over Three Cubic Yards (Bulk Items)

<u>Contract Year</u>	<u>Per Cubic Yard Charge</u>
November 1, 2013 through December 31, 2014	\$16.50
January 1, 2015 through December 31, 2015	\$17.00
January 1, 2016 through December 31, 2016	\$17.50
January 1, 2017 through December 31, 2017	\$18.00
January 1, 2018 through December 31, 2018	\$18.50
January 1, 2019 through December 31, 2019	\$19.00
January 1, 2020 through December 31, 2020	\$19.50
January 1, 2021 through December 31, 2021	\$20.00
January 1, 2022 through December 31, 2022	\$20.50
January 1, 2023 through December 31, 2023	\$21.00

B.2.b. Off Route Clean Up (Clean Up on a day other than regular pick up day)

<u>Contract Year</u>	<u>Per Cubic Yard Charge</u>
November 1, 2013 through December 31, 2023	\$25.00

B.2.c Cart Rentals and Purchases

<u>Annual Rental Fees (96-gallon or 64-gallons)</u>	<u>Annual Fee</u>
November 1, 2013 through December 31, 2018	\$36.00
January 1, 2020 through December 31, 2023	\$40.00
Rental cart replacement	No charge

Cart Purchases

November 1, 2013 through December 31, 2023	\$95.00/cart
Assembly Charge Fee (first time delivery free)	\$25.00/cart

B. 2.d. Household Construction Debris Clean Up in Excess of 2 Cubic Yards

<u>Contract Year</u>	<u>Per Cubic Yard Charge</u>
November 1, 2013 through December 31, 2014	\$16.50
January 1, 2015 through December 31, 2015	\$17.00
January 1, 2016 through December 31, 2016	\$17.50
January 1, 2017 through December 31, 2017	\$18.00
January 1, 2018 through December 31, 2018	\$18.50
January 1, 2019 through December 31, 2019	\$19.00

January 1, 2020 through December 31, 2020	\$19.50
January 1, 2021 through December 31, 2021	\$20.00
January 1, 2022 through December 31, 2022	\$20.50
January 1, 2023 through December 31, 2023	\$21.00

B.2.e Off Season Street Sweeping (December 1 to February 28)

<u>Contract Year</u>	<u>Per Hour Charge</u>
November 1, 2013 through December 31, 2014	\$130.00
January 1, 2015 through December 31, 2015	\$134.00
January 1, 2016 through December 31, 2016	\$138.00
January 1, 2017 through December 31, 2017	\$142.00
January 1, 2018 through December 31, 2018	\$146.00
January 1, 2019 through December 31, 2019	\$150.00
January 1, 2020 through December 31, 2020	\$154.00
January 1, 2021 through December 31, 2021	\$158.00
January 1, 2022 through December 31, 2022	\$162.00
January 1, 2023 through December 31, 2023	\$166.00

C. The above rates reflect the CONTRACTOR'S costs for all services contained herein and include the costs associated with the transportation and disposal of materials.

D. The above prices include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the VILLAGE's Solid Waste (the "Fees"). Any increase in the Fees or any new Fees imposed that specifically impact permitted pollution control facilities (i.e. landfills, transfer stations, compost facilities) following the date of this Agreement, the parties agree to negotiate in good faith any such price increases provided that the CONTRACTOR provides evidence of the increase to the VILLAGE. However, any increase to VILLAGE for said Fees shall not exceed 3% of the annual pricing listed in IV B.1 of this section. In addition, in the event that changes with Federal or state statute or regulation, there occurs a change in the regulatory requirements which requires further separation of municipal solid waste which has general applicability to similar waste haulers and which materially increases the CONTRACTOR'S costs, the parties agree to negotiate in good faith any such price increases.

V. EXECUTION

This Contract entered into on the date first written above.

VILLAGE of Orland Park, Illinois

CONTRACTOR: Waste Management of Waste
Management of Illinois, Inc.

Daniel McLaughlin
Village President

Mike Morley
Municipal Marketing Manager

Attest

Attest

John C. Mehalek
Village Clerk

Carl Niemann
Director – Public Sector Services

ATTACHMENT A - RECYCLING PROGRAM

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

LIST OF RECYCABLES

UBC

TIN STEEL CANS

ALUMINUM FOIL

GLASS CONTAINERS

1 PET SODA, WATER, FLAVORED BEVERAGE BOTTLES

#2 HDPE-NATURAL CONTAINERS

#2 HDPE-PIGMENTED CONTAINERS

PET CONTAINERS

RESIDENTIAL PAPER FIBER

NEWSPAPER (70 TO 90% BY WEIGHT)

NEWSPAPER INSERTS

MIXED PAPER (10 TO 30% BY WEIGHT)

CARDBOARD (NO WAX)

CARRIER STOCK (SODA & BEER CASES)

CATALOGS & TELEPHONE BOOKS

CHIPBOARD (CEREAL, CAKE, & FOOD MIX BOXES)

JUNK MAIL

KRAFT PAPER

MAGAZINES

OFFICE PAPER

ATTACHMENT B – MUNICIPAL REFUSE COLLECTION

FACILITY LIST					
Revised 01/17/2013					
	On-site Dumpster Type				
	Recycling	Yard Waste	Garbage	If Garbage, what type? (e.g. food, stone, etc.)	
Village of Orland Park:					
Village Civic Center Complex - 14650 - 14750 South Ravinia Avenue (14650, 14700, 14750)	1 (4 yd)		1 (6 yd)	catch all	
John Humphrey Complex - 14671 West Avenue			1 (8 yd)	catch all	
Recreation Administration - 14600 South Ravinia Avenue			1 (8 yd)	catch all	
Centennial Park - 15600 South West Avenue			1 (8 yd)	catch all	
			6 (2 yd)	catch all	
Public Works Facility - 15655 South Ravinia Avenue	1 (6 yd)		2 (25 yd)	garbage/landscaping/ catch all	
			1 (25 yd)	metal only	
			1 (6 yd)	catch all	
			1 (2 yd)	catch all	
Old Village Hall - 14415 Beacon Avenue			1 (2 yd)	catch all	
Police Gun Range (at Public Works Facility) - 15655 South Ravinia Avenue			1 (2 yd)	catch all	
Sportsplex - 11351 West 159th Street	1 (6 yd)		1 (8 yd)	catch all	
Robert Davidson Center - 14700 Park Lane			1 (2 yd)	catch all	
Cultural Arts Center - 14760 Park Lane			1 (2 yd)	catch all	
Police Station - 15100 South Ravinia Avenue			1 (6 yd)	catch all	
Bulk Material Transfer Site - 10200 153rd Street			2 (30 yd)	catch all	
Orland Park Public Library:					
Orland Park Public Library - 14921 South Ravinia Avenue	1 (2 yd)		2 (2 yd)	catch all	
Orland Fire Protection District:					
9790 West 151st Street	1 (2 yd)		1 (8 yd)	catch all	
15100 West 80th Avenue	1 (96-gal.)		1 (2 yd)	catch all	
15101 South Wolf Road	1 (96-gal.)		1 (2 yd)	catch all	
16515 South 94th Avenue	1 (96-gal.)		1 (2 yd)	catch all	
8851 West 143rd Street	1 (96-gal.)		1 (2 yd)	catch all	
17640 South Wolf Road	1 (96-gal.)		1 (2 yd)	catch all	
				30-yard = Construction debris from training props (e.g. pallets), 96-gal. = Household waste	
10730 West 163rd Place	1 (96-gal.)		1 (30 yd), 4 (96-gal.)		
10728 West 163rd Place	1 (96-gal.)		1 (2 yd)	catch all	

