

**RESIDENTIAL SOLID WASTE SERVICES AGREEMENT**

**BETWEEN**

**VILLAGE OF WILMETTE**

**AND**

**VEOLIA ES SOLID WASTE MIDWEST, LLC,**

**Effective December 1, 2009 to March 31, 2017**

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## **RESIDENTIAL SOLID WASTE SERVICES AGREEMENT**

This Solid Waste Service Agreement (the "Contract") is made and entered into as of the 1<sup>st</sup> day of November, 2009 by and between VEOLIA ES SOLID WASTE MIDWEST, LLC. (the "Contractor") and the Village of Wilmette (the "Municipality" or "Village").

### **I. DEFINITIONS.**

For the purpose of this Contract, the following terms shall have the meanings stated below unless otherwise provided:

A. "Alley Service" shall mean collection of solid waste from a dwelling or structure on a parcel of land which abuts a public alley usable by a standard refuse truck.

B. "Back Door Service" shall mean collection of solid waste from a dwelling or structure that is not on a parcel of land which abuts a public alley usable by a standard refuse truck and has a single collection point outside of the dwelling or structure but which is not conspicuous from any public street.

C. "Bulk Items" shall mean household items of such size as to render them unsuitable for deposit in a refuse container. This includes but is not limited to furniture, televisions, storm doors and windows, metal and lumber products and machine parts not weighing more than 50 pounds.

D. "Contract" shall mean this agreement.

E. "Curb Side Service" shall mean collection of solid waste from a dwelling or structure at which the collection point is within four (4) feet of the curb or edge of the street pavement.

F. "Customer" shall mean the owner or occupant (whether a person or entity) of a dwelling unit or structure located within the boundaries of the Village of Wilmette for whom, or which, solid waste collection services are to be provided.

G. "Contractor" shall mean Veolia ES Solid Waste Midwest, LLC, a Wisconsin limited liability company authorized to conduct business in the State of Illinois.

H. "GTS" means the Glenview Transfer Station constructed by SWANCC and located at Three Providence in Glenview, Illinois 60025.

I. "Household Chemical Waste" is defined by federal and state agencies as being hazardous waste. Included, but not limited to, are aerosol paints and pesticides, antifreeze, cleaning products, compact fluorescent light bulbs, drain cleaners, fungicides, furniture strippers, gasoline, inflammable liquids, insecticides, lawn chemicals, mercury, metal polishes, oils, oil-

based paints, old medications, paint remover, pool chemicals, solvents, weed killers and radioactive materials.

J. "Household Construction and Demolition Debris" shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials which are placed in containers or bundles.

K. "Institutions" shall include those units specified on Appendix 3, as may be modified from time to time by the Village Manager.

L. "Kraft Bags" shall mean a biodegradable two-layer brown (or bleached white) bag manufactured by the Kraft process.

M. "Multifamily" mean those residential units of 4 or more dwellings specified on Appendix 3, as may be modified from time to time by the Village Manager.

N. "Refuse" shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, all putrescible matter, including offal, swill, food wrappings, etc., and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances, textiles and leathers, household construction and demolition debris as defined herein, all animal waste, toys, recreational equipment and rubbish.

O. "Single-Family" shall mean an attached or detached dwelling containing accommodations for and occupied by one (1) family and multiple residences containing less than three (3) dwelling units.

P. "Subcontractor" means the person, partnership, corporation, joint venture or other business entity (including its employees, agents or others performing or supplying on its behalf, or at its direction) having a contract with Contractor for the performance of any portion of the Work.

Q. SWANCC means to the Solid Waste Agency of Northern Cook County.

R. "SWANCC System Waste" means generally, Municipal Waste, as defined in the Act, except for Other Waste.

S. Tote (also referred to as a Toter) shall mean a plastic wheeled container in a size of 35 gallon, 65 gallon, or 96 gallon with a tight-fitting cover, capable of being lifted by a semi-automatic mechanism for collection.

T. "Village Manager" shall mean the Village Manager for the Village of Wilmette and his/her designee.

U. "Village" shall mean the Village of Wilmette, its trustees, authorized representatives, and employees.

V. "White Goods" shall have the same meaning as defined by section 22.28 of the Illinois Environmental Protection Act.

W. "Work" shall mean Contractor's obligations under this Contract.

X. "Yard-waste" shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Yard waste may include tree branches, roots and trunks up to three (3) inches in diameter. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered yard-waste and shall be disposed of as refuse.

## **II. CONTRACT TERM**

### **A. Initial Contract Period and Public Education Period.**

The Contract shall commence at 12:01 a.m. CT on December 1, 2009. The Contract shall remain in full force and effect through its expiration at 11:59 p.m. CT on March 31, 2017, unless earlier terminated as provided herein.

From December 1, 2009 to March 31, 2010 ("Public Education Period"), Contractor's obligations under this Contract shall be to (1) initiate the Consumer Education called for under this Contract, (2) formulate an implementation plan with the Village Manager's office prior to December 15, 2009, and (3) purchase and deliver Totes in sufficient time for the commencement of all waste hauling services on April 1, 2010. There shall be no amounts due to the Contractor for any work performed during the Public Education Period. All other Work shall commence April 1, 2010.

### **B. Contract Extension.**

After expiration of the initial Contract Period, the Contract may be extended for up to one (1) additional three (3) year contract period by mutual agreement of both Parties. At least 120 days prior to the expiration of the initial Contract Period, Contractor shall notify the Village of its desire to extend the Contract. Any such extension shall be in writing and executed by the Parties.

### **C. Post-Expiration Period.**

In the event the Parties choose not to extend the Contract term and, the Village does not yet have a new solid waste contractor in place at the expiration of the initial Contract term, or any extended term, Contractor shall, for a period not to exceed 90 days after said expiration, continue to provide solid waste collection services for the Village on the same basis and under the same contract terms; except that, during that 90 day post-expiration period, the collection rate which the Village will be obligated to pay shall be increased by 1½%. The Village shall notify Contractor of its election to extend the Contract for an additional ninety (90) days, by written notice no later than thirty (30) days prior to the expiration of the then current term.

### **III. CONTRACT AMOUNTS.**

As full consideration for performing all work and services set out in this Contract, the Village shall pay Contractor a sum equal to the number of units at each service level multiplied by the agreed upon unit prices, less any liquidated damages or costs incurred by the Village for which Contractor is liable under the Contract.

#### **A. Collection Rate.**

For the solid waste collection services to be provided by Contractor, the Village shall pay, during the first year of the Contract, the agreed upon unit cost for the applicable alternative(s) selected by the Village. The Collection Rates are set forth on Appendix 5.

#### **B. Adjustments to Contract Amount.**

Beginning on April 1, 2011, and on April 1st of each year thereafter, the Contract amount set forth on Appendix 5 shall be adjusted by increasing the unit costs in an amount equal 3.5%.

Compensation to the Contractor shall be adjusted quarterly on the basis of increase or decrease in the number of dwelling units in the Village during the preceding quarter. This computation of changes in the number of units shall be made and reported in writing to the Village for its review and approval within 30 days following the close of each quarter. Any changes in compensation shall be effective as of the first day of the next quarter. The Parties intend that the Village shall not compensate the Contractor for additional dwelling units until the beginning of a new quarterly adjustment date; nor will the amount of monthly compensation be reduced for dwellings demolished until the beginning of a new quarterly adjustment rate.

### **IV. CUSTOMER BILLING AND SPECIAL CHARGES**

#### **A. Refuse.**

1. The Village shall be responsible for the billing of all customers being provided weekly refuse collection services.

2. Fees for Optional Back Door Service shall be billed directly to the customer, on a quarterly basis in advance, by the Contractor. Customer will pay Contractor directly for the Optional Back Door Service. If any Customer terminates Optional Back Door Service, Contractor shall promptly refund any paid but unearned optional fees. The Village shall have no responsibility for either the billing or the receipt of payments related to Optional Back Door Service.

3. Customers receiving an Optional Second Weekly Pickup will be billed directly, on a quarterly basis in advance, by the Contractor. Customer will pay Contractor directly for the Optional Second Weekly Pickup. If any Customer terminates Optional Back Door Service, Contractor shall promptly refund any paid but unearned optional fees. The Village shall have no responsibility for either the billing or the receipt of payments related to Optional Second Weekly Pickup.

4. Leased Totes. To the extent the Customers contract to lease or purchase an additional Tote, Contractor shall bill Customers directly, on an annual the amount set forth in Appendix 5. Customer shall pay Contractor directly and the Village shall have no obligation to collect payments.

**B. Recyclables.**

The Village shall be responsible for the billing of all customers receiving weekly collection of recyclables under the Contract.

**C. Yard-waste.**

1. The Village shall be responsible for the billing of all customers receiving collection of yard-waste whether by the Pay-Per-Bag Sticker Program.

2. Customers shall lease any 96 gallon totes from Contractor directly. The Village shall have no responsibility for either the billing or the receipt of payments related to these containers.

**D. Special Items and White Goods**

Contractor may require Customers to make advance arrangements for the pickup of White Goods and Bulk Items at no charge to customer.

**E. Demolition/Construction debris**

Contractor may require Customer to arrange for a special pickup for Demolition/Construction debris in excess of 1 cubic yard at an additional fee to be billed directly by the Contractor to the customer. The Village shall have no responsibility with respect to the billing or receipt of payment for special pick-ups.

## **V. SPECIFICATIONS APPLICABLE TO SOLID WASTE COLLECTIONS**

### **A. General Refuse/Collection Requirements**

Contractor shall provide weekly collection of an unlimited amount of refuse placed for pick up at each location (all single family dwellings, as well as the multi-family dwellings and institutions set forth in Appendix 3) located within the Village of Wilmette. Contractor shall also offer the option of a second refuse collection per week and shall collect an unlimited amount of refuse placed for pick up at each location at which a second refuse pick up per week is to be provided. Contractor shall collect White Goods at no additional charge to Customers or the Village.

### **B. Units of Service**

1. The base unit of service shall be known as a "Collection Stop" "Stop" or "Collection Unit". The Contractor shall collect, remove, transport and dispose of from each collection stop or unit in the Village of Wilmette as stated herein (and any additional collection stops or units that may be added during the term of the Contract), all refuse, recycling and yard-waste set out for collection, without limitation as to the number of containers. The number of current collection stops and units is subject to change at any point during the term of the Contract.

2. Contractor agrees to provide collection services immediately to all new customers. The Village agrees to make every effort possible to inform new customers of the collection procedures for solid waste.

### **C. Optional Back Door Service.**

Single Family and Townhome Customers may elect to have Back Door Service in lieu of Curb Side Service. Alley Service properties are not eligible for Back Door Service. The Contractor shall establish procedures approved by the Village Manager for implementing Back Door Service. The cost for this optional service shall be as set forth on Appendix 5. Contractor may suspend or refuse to provide Back Door Service to a particular residence due to safety concerns or non-payment. In such case, the Contractor shall promptly notify the Village of the address, unit number (if applicable) and the reason for the suspension of service.

### **D. Optional Second Weekly Pickup**

Customers may elect to have their Refuse collected a second time each week. The cost for this optional service shall be as set forth on Appendix 5.

### **E. Regular Collection Days and Times**

1. Refuse, recycling and yard waste collections shall be scheduled based upon a five (5) day week between Monday and Friday. Saturday may be used in the event of a designated

holiday interfering with normal collection, upon approval of the Village. In no case shall collections be allowed on Sunday unless, upon 48 hours prior notice to the requested collection, approval has been given in writing by the Village Manager.

2. In no case shall any solid waste collection commence prior to 7:00 a.m. or continue past 7:00 p.m. (Monday through Friday). In no case shall collection on Saturday commence prior to 9:00 a.m. and continue past 6:00 p.m.

3. Solid waste collection shall not be allowed on the following holidays:

- a. New Year's Day
- b. Memorial Day
- c. Fourth of July
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day

4. Collection normally falling on one of the above holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only. The Contractor agrees to inform the Village and all customers of changes in normal collections due to holidays by notification through at least one local media outlet or establish a permanent holiday schedule or plan to be printed within the refuse literature.

#### **F. Collection Routes and Schedules**

1. Schedule. All SWANCC System Waste and Other Waste shall be collected once per week and shall be collected in accordance with the agreed upon schedule. The Contractor and the Village Manager shall formulate the schedule which will be attached as Appendix 1 to this Contract when agreed upon by Contractor and Village Manager.

2. Changes in Approved Schedule During the Contract Term. Once the initial schedule has been submitted and approved, the approved schedule shall not be changed by Contractor without first obtaining the written consent from the Village Manager. Contractor shall provide the Village Manager with a minimum of thirty (30) days written notice prior to the requested schedule change. No earlier than (60) days prior to any approved schedule change, Contractor shall also, at its sole cost and expense, publish the schedule change for two consecutive weeks in the local newspaper, with the last published notice to appear in the newspaper no later than fifteen (15) days prior to schedule change.

3. Adherence to Approved Schedule.

- a. If at any time during the term of the Contract, Contractor shall perform solid waste collection services in any section of the

Village on a day other than the scheduled day, Contractor shall immediately notify the Village of the schedule deviation. If a similar violation should occur more than once within any three week period, the Village shall be entitled to withhold any further payment that may be due to Contractor until Contractor has furnished evidence satisfactory to the Village that the Contractor has taken necessary actions and precautions to prevent further violations.

- b. Delays that are occasioned by holidays, or by inclement weather conditions, may, in the discretion of the Village Manager, be excused.

#### **G. Disposal Facility and Disposal Fees**

1. The Village is a member of the Solid Waste Agency of Northern Cook County (SWANCC) and all refuse collected under the Contract shall be disposed of at SWANCC's Glenview Transfer Station (GTS), located at 3 Providence Drive, Glenview, Illinois.
2. The Village shall pay directly to SWANCC all disposal fees and taxes incurred in the disposal of the refuse collected under this Contract, including refuse collected from those Customers provided a second collection per week, Village streetscape containers, Village municipal facilities, and refuse collected as a result of the Village's special events.
3. In the event of a disaster or emergency situation and/or an expected or unexpected temporary shutdown at the GTS, the Village shall direct Contractor to an alternate facility at which disposal of refuse shall take place and the Village shall be responsible for any increased disposal fees associated therewith. If under this paragraph, Village directs Contractor to a facility other than one owned and operated by Contractor, then Village shall also be responsible for any increased transportation costs.

#### **H. Bulk Items and Christmas Trees**

1. As part of the regularly scheduled refuse collection, Contractor shall collect Bulk Items from each collection stop as part of the weekly refuse collection and not as a separate pay item. Bulk Items are to be placed by the customer at the curb or alley. Contractor may require customers to call and arrange a separate pickup for Bulk Items(at no charge to customer or Village).
2. Christmas trees shall also be collected by the Contractor as part of the refuse collection services. Christmas trees are to be collected in the first two weeks of January each year at no additional cost to the Village.

## **VI. YARD-WASTE**

### **A. Weekly Collection During yard-Waste Collection Period.**

As a part of the yard-waste collection services, Contractor shall provide weekly collection of an unlimited amount of yard-waste properly placed for pick up at each collection location. All single family, Multi-Family, and Institutions (as those terms are defined herein) are eligible for the yard waste program. The yard waste program shall run each year for the period starting the first Monday of April and running until the last business day of November ("Yard Waste Season"). The Village may extend this collection period for up to two additional weeks.

### **B. Leased Tote Option**

Contractor shall provide customers with the option of weekly collection of an unlimited amount of yard waste during the Yard Waste Season. This service shall be implemented by leasing a 96 gallon tote directly from Contractor to the Customer for yard-waste storage and collection. The leasing charge to the Customer for the landscape tote shall be as stated on **Appendix 5**.

### **C. Pay-Per-Bag Sticker Program.**

Unless Customers opt for the above Leased Tote Option, Yard-waste shall be placed in Kraft bags supplied by the Customers. The Village shall supply and distribute the yard waste stickers, as well as set the price. Yard waste consisting of bundles of brush or branches must be securely tied, using biodegradable cord, string, rope or twine and may not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length. Each bundle must also be affixed with one yard waste sticker.

### **D. Storage and Disposal of Yard Waste**

The Contractor is responsible for the lawful disposal of all Yard Waste. The Village will pay tipping fees associated with the disposal of yard waste, via repayment to the Contractor.

## **VII. LEAF COLLECTION SERVICES BY CONTRACTOR**

A. Leaf Collection shall be conducted from the second Monday in October through the second Friday in December of each year of this Contract. On a daily basis during that period or any period subsequently agreed to by the Parties, the Contractor shall furnish refuse packer trucks in good working order, with a driver for each, to serve the Village's annual leaf collection program.

B. Said leaf packer trucks shall be rear loading, equipped with a winch capacity of no less than 12,000 lbs, and shall be capable of having a metal leaf scoop (pan) designated by the Village attached thereto. Said truck shall be of a minimum capacity of twenty-five (25) cubic

yards. These trucks must also be equipped with a trunion bar locking mechanism to adequately secure the leaf pan to the rear of the packer truck.

C. The number of trucks needed by the Village on a daily basis will vary depending on such factors as leaf volume, weather conditions and availability of Village personnel and equipment. The Contractor agrees that it shall make such number of leaf packer trucks available (not to exceed 6 without the Contractor's consent) as may be requested by the Village Manager within sixteen (16) hours of such a demand being made, either orally or in writing. Once demanded, said leaf packer trucks shall be used only by Contractor's drivers to collect and transport collected leaves to a disposal site or transfer station as determined by the Village. In the event of snow or unfavorable weather conditions which cause delays in collection, the Contractor shall provide up to three (3) trucks for any given day that leaf collection occurs after the second Friday in December.

D. In addition, each driver would be expected to operate its respective controls to raise, lower, empty the leaf pan and compact leaves. Drivers, along with the empty trucks, shall arrive at the Public Works Facility, prepared to work, and punched in by 7:00 a.m. on each work day. Leaf collection operations will normally occur between the hours of 7 a.m. and 3 p.m., thus requiring each driver to work an eight (8) hour day. When requested by the Village, the Contractor shall provide trucks and drivers that can work in excess of eight hours and/or on weekends.

E. Notwithstanding that each driver will be issued a time card and required to punch in and punch out to record work hours, these drivers would remain Contractor's employees and would not become employees of the Village.

F. Payment will be made for all hours worked at the site and recorded on the time cards. Hours spent traveling to and from the Contractor's location to the Village shall not be considered billable. Invoicing shall only include hours spent at the work site and no "portal to portal" pay shall be considered. At the beginning of each week, the Village will provide the Contractor with a weekly update to summarize the total number of trucks and work hours accrued over the previous week.

G. The Contractor will be held responsible for any equipment breakdowns and lost work hours. The Contractor is responsible for making repairs to their equipment; the Village will not make repairs to the Contractor's equipment. To minimize work stoppages, all refuse trucks shall be replaced immediately by the Contractor if the duration of repair is expected to exceed 1.5 hours. Any work hours lost to equipment breakdowns and repairs will not be paid by the Village. The Village will track lost hours attributed to equipment breakdowns and include corresponding deductions on weekly updates.

H. Charges for Leaf Collection. The Village shall pay the Contractor for leaf collection the hourly rate for each driver and truck combination set forth on **Appendix 5**.

I. The Village reserves the right to reduce the length of or eliminate the leaf collection program and Contractor shall not be entitled to any claim for lost profits as a result thereof. If the Village elects to discontinue the leaf collection program altogether, the Village and the Contractor agree to negotiate in good faith for an increase in the annual yard waste collection rate.

## **VIII. MUNICIPAL FACILITIES & SPECIAL EVENTS**

### **A. Municipal Facilities**

1. At no cost to the Village, the Contractor shall collect, transport, and dispose of all refuse, yard-waste and recyclables from the (7) seven Village facilities set forth in Appendix 4, as well as any new or additional facilities that may be added at any time during the Contract term. The frequency of the collection services shall be as stated in **Appendix #4**, or more often if requested by the Village. This Service shall not include roll-off containers or roll-off service.

2. Contractor shall also furnish at each municipal facility, at no cost to the Village, containers for refuse, yard-waste and recyclables in the sizes requested by the Village. The Village shall have the right to obtain from Contractor additional containers and containers of a different size, at no cost. If requested by the Village, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. The Contractor shall be responsible for supplying all associated equipment along with totes, containers, and/or dumpsters.

### **B. Refuse and Recycling Collection of Streetscape Containers**

1. At no cost to the Village, the Contractor shall empty approximately fifty (50) streetscape refuse containers located throughout the Village; including the Village Center, Linden Square and various bus stops. Streetscape refuse containers shall be emptied biweekly (on Tuesdays and Fridays or more often as needed during regular working hours). The Village reserves the right to request collection of additional streetscape refuse containers by the Contractor, not to exceed a total of seventy five (75) such containers, over the initial Contract period without cost to the Village.

2. At no cost to the Village, the Contractor shall provide, collection services with respect to five (5) streetscape recycling containers located throughout the Village including at the Village Center, Linden Square and various bus stops. Streetscape recycling containers shall be emptied biweekly (on Tuesdays and Fridays). The Village reserves the right to request collection of additional streetscape recycling containers by the Contractor, not to exceed a total of twenty (20) streetscape recycling containers over the initial Contract period without cost to the Village..

### **C. Special Events**

1. The Contractor agrees to provide the Village with containers, at no additional charge, as requested by the Village for refuse and recycling collection during the Village's annual special events. Specifically, the Contractor shall provide solid waste containers for up to eight events per year, which may include the Annual Sidewalk Sale, Block Party/Picnic and Arts Guild. The Village reserves the right to add additional events throughout the term of the Contract at an additional charge negotiated by the parties.

2. Contractor shall provide such containers at least one day prior to the scheduled event and shall empty and remove the containers within 24 hours, or by the next business day morning after the event. The Village will notify the Contractor at least 48 hours in advance of actual delivery. Based on previous experience, these events have required the use of up to twelve (12) 96-gallon totes per event; however, temporary use of larger containers (e.g. 2, 4 or 6 yard, front or rear loading dumpsters) may be requested.

## **IX. DISASTER/EMERGENCY COLLECTION SERVICES**

1. In event of a disaster (man-made or natural), the Contractor will provide sufficient additional collection services, without regard to volume, with respect to materials damaged by the disaster, which would under normal circumstances be allowable solid waste for pick up. Such materials will be placed for pick up by the customers at the curb or in the alley. The additional service shall be provided within 24 hours after notification by the Village. The Village shall have the right to hire additional carriers if deemed necessary. The Village reserves the right to direct which disposal sites are to be used during an emergency.

2. The disaster/emergency services shall be provided at an hourly rate per man hour and include all labor, equipment and materials needed to perform the work to the satisfaction of the Village. A separate emergency rate for normal working hours and off-hours emergency work shall be provided. Normal working hours occur between the hours of 7:00 AM and 5:00 PM, Monday through Friday. Payment for such emergency service outside normal working hours will be in accordance with the off-hours emergency rate on Appendix 5. Payment will be made for all hours worked at the site. Hours spent traveling to and from the Contractor's location to the Village shall not be considered billable. Invoicing shall only include hours spent actually performing collection services and no "portal to portal" pay shall be considered. Contractor understands that this provision is subject to compliance with applicable law including FEMA emergency services directives.

3. The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or other acts of God, which require additional service by the Village, the parties shall negotiate such additional services and equipment as may be necessary at the emergency Rate set forth on Appendix 5. The Village reserves the right to direct which disposal sites are to be used during an emergency.

## **X. DISPOSAL OF SOLID WASTE**

1. Unless otherwise provided, all refuse, yard-waste, and recyclables collected shall become the sole property of Contractor as soon as same is removed from its original location.
2. SWANCC System Waste shall be transported and disposed of at the GTS.
3. All solid waste other than SWANCC System Waste, including yard-waste, shall be disposed of, as applicable, in a lawful manner at an IEPA, INDR, or WDNR permitted landfill, transfer station, or composting facility.
4. All solid waste collected shall be removed from the Village by Contractor no later than the close of each day that collection is being performed. Contractor shall not store within the Village, even temporarily, any solid waste collection.
5. Lawful disposal of waste shall be the sole obligation of the Contractor.

## **XI. REFUSE AND RECYCLING CONTAINERS**

### **A. Provision of Totes**

1. The Contractor, at its cost, shall provide the following:
  - a. one (1) 96-gallon, 65-gallon, or 35-gallon two-wheeled Tote (“Refuse Tote”) per single-family dwelling.
  - b. 96-gallon, 65-gallon, or 35-gallon Refuse Totes to Institutions or Multi-Family as set forth on Appendix 3.
  - c. one (1) 65-gallon (or 35-gallon if elected by the homeowner as set forth below) two-wheeled recycling Tote (“Recycling Tote”) per single-family unit.
  - d. Recycling Totes to Institutions and Multi-Family units as set forth on Appendix 3.
2. Special provision for Back Door Service. Customers selecting the Back Door Service option shall not receive a Refuse Tote and must provide their own refuse container. However, Customers selecting Back Door Service shall receive a Recycling Tote and shall be required to place the Recycling Tote at the curb for collection.

### **B. Customer’s Selection of Tote Size**

1. Prior to initial delivery. By December 15, 2009, Contractor and Village shall formulate a method for Customers to choose the size of their Refuse Tote and Recycling Totes prior to initial delivery of the totes. Prior to commencement of waste hauling services under this Agreement and upon a request for new service by a new Customer at any time during the Term of this Agreement, Customers may choose a 96, 65 or 35-Gallon Tote during this period. Public

education materials provided prior to initial delivery shall clearly state that the 35-Gallon Totes are intended for use by Customer's physically unable incapable of maneuvering a 96- or 65-Gallon Tote. All totes provided pursuant during the initial selection and delivery period shall be provided at no cost to the Village or the Customers

2. Choice of 65- and 95- Gallon Totes after initial delivery of Tote. Individual residents may elect to change from a 65-Gallon Tote to a 95-Gallon Tote or from a 95-Gallon Tote to a 65-Gallon Tote within 30 days of the initial delivery of their Tote or 30 days of the commencement of refuse and recycling hauling services under this Agreement whichever is later ("Tote Change Period"), any resident may make such election at no cost to the resident by notifying the Contractor within the Tote Change Period. After the Tote Change Period, the Contractor may charge the Customer \$40 directly for the cost of switching a Tote.

3. 35-Gallon Totes. Following the initial selection period, 35-Gallon Totes shall only be made available to a Customer on a case-by-case basis upon the demonstration that no adult resident living at the Customer's premises is capable of maneuvering a 96- or 65-Gallon Tote. No customer shall be permitted to utilize more than one (1) 35-Gallon Tote for Recycling and more than one (1) 35-Gallon Tote for Refuse, unless the Customer demonstrates that no adult resident living at the Customer's premises is capable of maneuvering a 96- or 65-Gallon Tote. For Customers that initially select the 35-Gallon Tote and subsequently determine that a larger Tote is needed, the Contractor may charge the Customer \$50 directly for the cost of switching the Tote.

### **C. Maintenance and Replacement of Totes/Refuse Containers**

1. The Contractor will be responsible for replacement of totes for which the integrity of the tote is such that it is no longer water tight, is broken, or is capable of infestation by rodents or other animals.

2. The Contractor shall purchase and maintain a reasonable supply of totes, for solid waste collection to cover replacement for lost, damaged and stolen totes.

3. If the Contractor determines that a Village-owned container or receptacle is in a defective or unserviceable condition, notice to the Village shall be immediately given. Contractor shall remove the container from service for repairs, and then return it to the Village for repairs at the Village's expense. Upon completion of repairs, the Contractor will deliver the repaired container to its original location. If the defective or unserviceable condition was caused by the Contractor, the cost of the repairs shall be deducted from the any payment due under the Contract.

4. Repairs and maintenance of customer-owned or purchased containers will be the responsibility of the customer.

## **XII. RULES AND REGULATIONS GOVERNING COLLECTION OPERATIONS**

A. The Village reserves the right to promulgate from time to time such rules and regulations as deemed reasonably necessary for the satisfactory performance of the Contract. Without limitation, in performing the solid waste collection services hereunder, Contractor shall ensure that its employees, agents, and subcontractors abide by the following rules and regulations:

B. Appropriate care must be taken in the loading and transporting of solid waste so as to eliminate spillage related to the solid waste collections services set forth herein. Any spilled solid waste, caused by Contractor, shall be picked up by Contractor in the course of its performance. Each refuse truck shall be equipped at all times with a broom and shovel for the purpose of cleaning up any spilled solid waste.

C. Contractor shall require its employees to wear standardized company uniforms, which shall include the name of the employee affixed to the shirt, while providing the collection services and shall require that these uniforms be maintained in a clean and neat condition.

D. Employees and all others performing the solid waste collection services shall be courteous to Customers and shall refrain from the use of profanity.

E. Solid waste containers shall be completely emptied and returned to approximately the same location from where they were removed and shall be placed out of the public street and alleys. The Contractor shall exercise all reasonable due care and diligence in handling solid waste containers so as to prevent damage thereto. All containers shall be put left standing upright and container lids shall be replaced on or in the respective containers or adjacent thereto and not scattered about.

F. Employees shall neither use illegal drugs nor drink alcoholic beverages, nor shall they accept remuneration of any kind from customers, while performing collection services under the Contract. Violation of this regulation shall be cause for immediate reassignment of the employee when notified by the Village or upon notice by Contractor.

G. The Contractor shall require all employees who operate, or may operate, a vehicle or truck during the performance of the collection services to possess all applicable operator's license(s) which Contractor shall, at its own cost, ensure remain in effect and valid throughout the Contract period, or an extension thereof.

H. Contractor shall refuse to accept for regular collection: household chemical waste materials, hazardous waste materials, radioactive materials, poisons, liquid waste, oil-based paints or similar products, acids, used motor oils, or any other material that is unlawful to accept.

I. Trucks/vehicles used for the collection shall be kept closed except during the performance of collection operations and along collection route.

J. To the extent Contractor does not accept any solid waste set out for pick up due to the fact that the solid waste either is in non-conforming containers, or is a material which Contractor is prohibited from collecting, then Contractor shall tag such non-conforming container or unacceptable solid waste and place a checkmark on the tag as to the reason removal was not performed. Contractor shall, as soon as possible thereafter, but in no event later than the end of that collection day, notify the Village Manager by telephone or e-mail of the address and reason that collection was not made. Unacceptable materials shall be returned to the container and not left on the street, alley or other adjacent area.

K. Blocked access to the solid waste containers shall not relieve Contractor from the responsibility of providing service to that collection stop.

L. Collection operations shall be conducted so as to minimize interference the use of the public right of ways, access drives, and entrances to dwellings or structures. There shall be no unauthorized or unwarranted entry or passage through the premises of any third party.

M. Any gates to either solid waste container enclosures or to a collection stop itself shall be properly closed and latched by employees upon leaving the premises serviced.

N. Each refuse truck shall maintain an adequate supply of tags to be affixed to non-conforming solid waste containers and/or unacceptable solid waste set out for pick up.

O. The Contractor shall have the right to notify any customer of noncompliance with the applicable Village of Wilmette code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the Village.

P. Containers damaged by Contractor shall be replaced with an equivalent container. If the Contractor fails to do so within 24 hours of being so notified, (excluding Saturdays and Sundays), then the Village may do so and then deduct all costs associated with the procurement, purchase, and delivery of the container.

Q. Parking for Contractor's equipment is not permitted at the Village Public Works Facility, or at any other Village owned property unless prior authorization is obtained by the Village.

R. Contractor shall, upon the request of the Village, reassign any employee who violates any of the regulations governing collection operations.

### **XIII. CONTRACTOR'S SUPERVISORS AND REPRESENTATIVES**

#### **A. Field Operations Supervisors.**

Contractor shall designate, and provide the Village with the name and phone number of one primary and one alternate field supervisor, who shall be employees of the Contractor and

who can be reached, without delay, at any and all times that collection services are being performed and who shall manage and oversee the performance of the solid waste collection services to be performed under the Contract.

These supervisors shall be English-speaking and capable of reading and understanding the Contract requirements and shall be subject to receive, and have full authority, to execute the directions of the Village and promptly supply any necessary labor, equipment, services or incidentals to do so; and, shall have the authority and ability to resolve customer complaints or disputes. If any such persons so employed shall refuse or neglect to obey the directions of the Village, in anything relating to the performance of the collection services, or shall appear to be incompetent, disorderly, or unfaithful, he/she shall, upon request of the Village, be discharged from the position of field supervisor.

**B. Contractor's Representative.**

Contractor shall also provide the Village with the name and phone number of the Contractor's representative who, in the case of an off-hours emergency, can be readily accessible and be available for quick response to any location within the Village. If that person does not respond within the period of time requested to be present by the Village, then the Village shall have the right to hire or use other personnel to remedy the emergency situation. All reasonable costs, including the payment of overtime wages or charges and the payment of any additional fees, incurred by the Village in doing so, shall be deducted from payments due, or that become due, to the Contractor.

**C. Change in Supervisors.**

Contractor shall immediately notify the Village in writing of any change in the identity and telephone number of the Contractor's field supervisors or representative.

**D. Reporting Requirements**

1. Within the first month that collection services are initiated under this Contract, the Contractor shall perform an initial, accurate count (by individual street address and collection area) of all single family, multi-family and institutions to be serviced under the Contract. This same information shall be provided to the Village on a quarterly basis thereafter.

2. On a monthly basis, the Contractor shall provide the Village with: a) copies of any and all complaints received during the prior month, reflecting the resolution thereof; and, b) the total amount of refuse, recycling and landscape waste disposed of for the prior month and the location of the composting and landfill facilities used.

3. No later than thirty (30) days following the end of each quarter, the Contractor shall prepare and submit to the Village reports detailing refuse, recycling and landscape waste collection activities for each month of the previous quarter. The Report shall include the following information for all solid waste collection services covered under the Contract:

- a. Refuse - Number of white goods collected each month; Number of bulk items collected each month; and,
- b. Recyclable Material - Weekly set-out rate; Monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in tons, of recyclable materials collected (based upon bid option selected); Name and location of processing facility used by the Contractor; and, a Copy of all complaints filed by the Village of Wilmette customers during the month.
- c. Yard-waste - Total volume, in compacted cubic yards, of yard-waste collected; Tipping fee charge per compacted cubic yard at the compost facility; Name and location of the compost facility used by the Contractor; and, Copy of all complaints filed by the Village customers during the month.
- d. Agency Submissions. Contractor shall also provide copies of any reports it may have submitted to any county, state, or federal solid waste agency.

#### **E. Local Improvements**

The Village of Wilmette reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for an unspecified period of time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard-waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the Village.

#### **XIV. DELAYS.**

##### **A. No Strike Clause**

The Contractor shall be required to file proof with the Village Manager that any collective bargaining agreement Contractor may have with its employees contains a "no strike" provision which will remain in full force and effect for the duration of any such collective bargaining agreement. Within thirty (30) days after the execution of any new collective bargaining agreement, the Contractor shall forward to the Village Manager proof that said new agreement also contains the required "no strike" clause.

##### **B. Village's Rights upon Work Stoppage.**

Should a work stoppage occur which lasts more than three (3) calendar days, the Village shall be permitted to initiate such actions and procedures as the Village deems necessary to perform, with the use of its own employees, or otherwise by contract, the solid waste collection services to be furnished by Contract pursuant to the Contract. All increased or additional costs and fees incurred by the Village in this regard shall be paid by Contractor and will be deducted from payments due to the Contractor (unless Contractor's performance is otherwise excused pursuant to section XV.B.6 of this Contract) or, if no further payments are due to Contractor, then the Contractor's surety will be responsible for said reimbursement to the Village. Contractor's obligation under this Section to reimburse the Village is in addition to any other obligation contained in the Contract and shall survive the termination of the Contract. The terms of this Section are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.

## **XV. Default**

### **A. All Terms are Material.**

All terms and conditions of the Contract are material and therefore, failure to perform any of said conditions on the part of the Contractor shall be considered an event of default and breach of contract. Should Contractor fail to perform any of said terms or conditions, the Village reserves the right to terminate the whole or any part of the Contract, upon ten (10) calendar day's written notice to the Contractor.

### **B. Additional events of Default**

1. Failure of the Contractor to adhere to the approved collection schedule shall be considered an event of default under the Contract and the Village reserves the right to terminate the Contract and seek all relief and remedies.

2. If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, and in the opinion of the Village, there has not been sufficient cause to justify such lack of compliance, the Village shall serve notice to Contractor that it shall be deemed to be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the Village may take such steps as are necessary to provide collection services according to the required collection schedule. The Contractor will be liable for any and all increased or additional costs incurred by the Village from the date of the notice of default.

3. Contractor shall also be deemed in default if the Contractor: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the

Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable vehicles or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Contract.

4. If Contractor shall assign this Contract or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village, the Village shall notify the Contractor, in writing, to that effect. If the Contractor does not, within (24) twenty-four hours thereafter, take such measures as will in the judgment of the Village ensure the satisfactory performance of the solid waste collection services so as to prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the sole cost to Contractor or its sureties, to correct such delay and may declare Contractor to be in default and terminate the Contract.

5. In the event of default and termination, the Village shall have the right, without further notice to Contractor or its sureties, to draw on the letter of credit. Contractor shall not be entitled to any claim for lost profits due to the termination of the Contract by the Village.

6. Force Majeure. Contractor shall not be deemed in violation of the Contract for the delay in its performance or failure to perform in whole or in part its obligations under the Contract due to an act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other acts of God or by other events to the extent that such events are caused by circumstances beyond the Contractor's control and are not caused by Contractor's negligence or anyone acting on its behalf; provided, however, that strikes or work stoppages by Contractor's own work forces shall not be considered events caused by circumstances beyond the Contractor's control. In the event that the delay in performance or failure to perform affects the Contractor's capacity to perform its obligations under the Contract, the Contractor shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. The Contractor shall promptly, but in no event later than (24) twenty-four hours, notify the Village in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Contract to be affected thereby.

## **XVI. CUSTOMER COMPLAINTS**

A. The Contractor shall maintain an office and toll free telephone number (staffed by a live person) for the receipt of service calls or complaints on all collection days from 8:00 a.m. to 6:00 p.m.

B. The Village and the Contractor will agree upon the contents of a complaint form to be used to record all complaints or concerns received by the Village and Contractor. Contractor shall, at its sole cost and expense, have the complaint form printed and available for use prior to the commencement of the Contract. The Contractor will supply the Village with sufficient forms for use by Village of Wilmette staff.

C. 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 immediate pick up if possible, but in no event, later than 24 hours after the complaint is received.

D. The Contractor shall provide the Village with the name, phone number, and email address of two individuals who shall serve as the Contractor's liaison for customer service issues and complaints.

E. Where any dispute arises between a customer and the Contractor, as to the manner or placing of containers for collection, the Contractor agrees that in the specific instance collection will be immediately made even though in the Contractor's opinion, the customer is in error. Contractor shall immediately report the same to the Village, so that the Village and the Contractor may resolve the dispute, if possible. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the Village.

F. In the event of a complaint of property damage or injury to persons (other than Contractor's own employees or agents) arising out of, or relating to, the performance of the Contract, Contractor shall provide notice to the Village within 48 hours of the property damage complaint, and/or within 24 hours of any injury to persons.

G. The Village shall notify the Contractor of each reported violation of the Contract. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify the Village within 24 hours after receipt of the complaint, confirming that action has been taken and the matter has been resolved.

## **XVII. CONSUMER EDUCATION**

A. Contractor shall, at its sole cost and expense, develop, print and distribute to all customers a brochure (pre-approved by the Village) setting forth the regular established schedule

of collection services and explaining the solid waste and recycling programs that will be in place within the Village. If applicable, the brochure will include the method for customers to change their refuse service. Contractor shall update the brochure and redistribute it to all customers whenever there is a change in the scheduled service, programs provided, or materials accepted for collection.

B. Upon request, the Contractor shall, at its sole expense, also provide and distribute to Village customers educational materials as the Village deems necessary, covering such matters as environmental best practices and the proper disposal of hazardous waste. Contractor shall have representatives available to participate in any Village-sponsored events promoting environmental awareness.

C. Direct Mailing. Prior to the commencement of Services under this Contract, the Contractor shall prepare, with the approval of the Village, a direct mail piece for delivery to all Customers prior to April 1, 2010. The direct mail piece shall describe the services and options under this agreement, provide pricing information and shall contain procedures for the proper placement of totes to enable collection services. Upon request of the Village Manager, the Contractor shall mail one such piece but no more frequently than once per year.

#### **XVIII. LIQUIDATED DAMAGES**

Contractor understands and recognizes the impracticalities and difficulties in calculating, measuring, and proving the injury or loss suffered by the Village should the Work not be completed in accordance with the Contract terms; and therefore, agrees to the appropriateness of the liquidated damages set forth herein. The Village and Contractor agree that should Contractor default in its performance, the Village may, in addition to its right to terminate the Contract, deduct the liquidated damages stated below from amounts due, or which may become due, to the Contractor from the Village. Contractor shall be liable to the Village in the amounts shown, not as a penalty, but as liquidated damages.

	<u>Violation Type</u>	<u>Liquidated Damages Per Occurrence</u>
A..	Failure to clean up spilled refuse, or wash down streets/alleys upon notice or request.	\$25, plus Village costs
B..	Failure to collect refuse, recyclables, or yard-waste within 24 hours after notification by the customer or the Village of the missed pick-up.	\$25

- |      |   |       |
|------|---|-------|
| C. . | In addition to above, failure or neglect to correct chronic problems will be considered a breach of the Contract. Chronic complaints shall be construed to be two or more similar instances at the same collection stop within a sixty (60) day period. | \$50  |
| D. . | Failure to inform the Village, within 72 hours, of any complaint made against Contractor regarding property damage caused by Contractor.  | \$50  |
| E. . | Failure to inform the Village, within 24 hours, of any injury to persons (other than Contractor's employees or agents).   | \$200 |

The Contractor can appeal to the Village Manager in writing within 10 days after notice of intent to deduct liquidated damages. The decision of the Village Manager is final.

## **XIX. COLLECTION TRUCKS AND EQUIPMENT**

### **A. Sufficient Fleet for Performance.**

1. Contractor shall provide and maintain, during the entire contract term, a fleet of collection trucks, support and/or backup vehicles sufficient in number and capacity to efficiently perform the work and render the services required under the Contract. Specifically, Contractor shall furnish and maintain sufficient equipment and personnel to make one (1) complete collection of refuse, recycling and yard waste from all collection stops each week within the hours specified and according to the established routes as set forth in Appendix #1.

2. In the event the Contractor does not have sufficient equipment available for the performance of its obligations under the Contract, it shall within ten (10) days of the Notice of Award, produce evidence of a purchase order being placed for additional equipment to demonstrate to the Village that additional and sufficient equipment will be available by January 1, 2010.

3. Vehicles used in the performance of the Contractor's duties under the Contract shall display on both sides of the truck cab, in figures at least five inches (5") in height, the assigned truck number of each vehicle and the Contractor's name, address and telephone number but shall not display any advertising signs, including political signs or slogans on cab or body of truck.

### **B. Vehicle Maintenance.**

Contractor shall provide uniformly painted vehicles and equipment, with no rust showing on the cab, chassis or body and shall maintain its vehicles and equipment in good condition at its own expense and shall keep said vehicles free from objectionable odors. The vehicles/equipment shall be kept in clean, sanitary and in quiet operating condition and shall be washed on a regular basis.

**C. Weight Restrictions.**

1. The Contractor is required to comply with all weight restrictions and safety requirements as established by state or Village laws, rules and regulations regarding vehicles traveling along roadways within the Village.

2. In the event it is not possible to fully load a vehicle and stay within the applicable weight limitations, it shall be the responsibility of the Contractor to reduce loadings to conform thereto.

3. Contractor acknowledges that there are two bridges within the Village that have weight restrictions, including, the bridge extending over the North Shore Channel on the 200 block of Linden Avenue (10 tons) and the bridge located on the 200 block of Maple Avenue (15 tons).

**D. Communications.**

Each truck shall be equipped with radio communication between vehicles and Contractor's base station. Contractor shall also provide a means of radio communication with the Village. Cellular telephone communication between Contractor's field supervisors, the Village, and field operations is acceptable.

**XX. PERFORMANCE OF WORK**

**A. Coordination of Work**

Contractor shall be in charge of and responsible for the coordination, scheduling, installation, means, methods, techniques, performance and sequence of all elements of the Work as agreed to by the Parties and stated in the Contract.

**B. Supervision of Work**

Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the Contract. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the Work, as well as for the acts and omissions of subcontractors

and of persons either directly or indirectly employed by, or working at the direction of, subcontractors.

**C. Prevention of Personal Injury**

1. Contractor shall be solely and completely in charge of, and responsible for performing the Work, so as to prevent accidents or injury to persons performing the Work, and to any person on, about, or adjacent to the locations where the Work is being performed. This duty exists, and shall apply, continuously and shall not be limited to normal working hours. Contractor shall maintain and implement, and ensure that all subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements of this Section.

2. Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes, including, but not limited to, those safety precautions as to work in the vicinity of electrical facilities, utilities, and confined spaces, as well as those safety precautions as to the operation of vehicles and equipment, and any and all applicable Occupational Safety and Health Act (OSHA) standards. Contractor shall be responsible for any and all applicable employee safety training/education, as well as accident record maintenance.

**D. Protection of property and repair of damage**

1. Contractor shall take all appropriate and necessary steps to protect public and private properties from damage or loss arising in connection with, or during the performance of, the solid waste collection services to be provided by Contractor. Contractor shall pay for, without cost to the Village, any such damage, injury or loss caused by its agents, employees or subcontractors and shall repair or replace all damage caused to Village property, private property, and adjoining properties.

2. Throughout the term of the Work, Contractor shall repair or replace, at no expense to the Village, any damage to Village property including but not limited to facilities, buildings, landscaping, streets, utilities, or other public right-of-ways arising during the performance of the Work or incidental thereto caused by Contractor, any Subcontractors, or others performing work on behalf, or at the request, of Contractor. Such repairs or replacements shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the Effective Date of the Contract.

**XXI. CONTRACT CHANGES**

1. The Village reserves the right to make changes in the scope of the Contract including, but not limited to, the addition, deletion or modification of the extent of, or terms governing, the solid waste collection services to be provided under the Contract by mutual

agreement of the parties. Any such changes shall not invalidate the Contract or relieve the Contractor of any obligations under the Contract. Changes shall be authorized in writing and executed by the Village and Contractor either by means of a Change Order or by means of an Addendum to the Contract.

2. The cost or credit resulting from a change in the Contract shall be determined in one or more of the following ways:

a. By unit prices named in the Contract or additional unit prices subsequently agreed upon (no additional amounts for overhead and profit shall be allowed).

b. By an amount mutually agreed to by Contractor and the Village as a fixed or percentage fee.

c. By agreement on a lump sum proposal submitted by Contractor. Lump sum proposals shall include a detailed cost breakdown for each component of Work indicating both labor and material costs. In addition, there may be added an amount agreed upon, but not to exceed five percent (5%) of the actual cost, for overhead and profit.

## **XXII. PAYMENTS AND RETAINAGE**

### **A. Submission of invoices.**

1. Unless otherwise agreed, Contractor shall submit invoices no more than once per month on or about the first day of the month for solid waste collection services performed during the immediately preceding month. Invoices shall not be deemed due and owing unless and until Contractor has satisfied any and all reporting requirements.

2. Unless otherwise expressly provided, Contractor shall pay the salaries of all employees engaged in the performance of the solid waste collection services hereunder. Contractor shall also, at its sole cost and expense, pay all other expenses related to the performance of this Contract including, but not limited to, insurance premiums, fuel, rents, administrative costs and all costs associated with the acquisition, maintenance and storage of vehicles, trucks, and equipment.

### **B. Payment by the village.**

The Village agrees to make payments to Contractor within thirty (30) days of the invoice. Pursuant to the Mechanics' Lien Act of Illinois, no payments shall be deemed due or shall be made to Contractor unless and until Contractor furnishes a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due. This statement must be made under oath or be verified by affidavit.

**C. Payments to subcontractors and suppliers.**

Upon receipt of payments from the Village, Contractor shall promptly pay each Subcontractor (and/or supplier) amounts due and owing to said Subcontractor or Supplier. Contractor shall require in any contract with Subcontractors that each Subcontractor make payments to their Subcontractors, Proposers and suppliers in similar manner. To the extent Contractor's failure to comply with this Section results in the filing of any demands, claims or lien on public funds, Contractor shall defend and hold harmless the Village from any such claim, suit or lien action, including costs of defense, expert witness and attorney fees, either at law, equity in accordance with the Indemnification provisions contained in the Contract Documents. The requirements of this Section shall survive the termination of the Contract formed hereunder.

**D. Withholding.**

Notwithstanding the terms herein, and without prejudice to any of its other rights or remedies, the Village shall have the right to withhold from any payment that may be or become due such amount as may reasonably appear necessary to compensate for any loss or damage for which the Contractor is liable; state or local sales, use or excise taxes that may have been paid by Contractor or any of its Subcontractors; any lien or claim of third parties, subcontractors or suppliers regardless of merit; inability of the Contractor to perform the Work; or any other failure by the Contractor to perform any of its obligations under the Contract. The Village shall be entitled to retain any and all amounts so withheld until the Contractor either performs the outstanding obligation, or furnishes security in a form acceptable to the Village for such performance.

**XXIII. INSURANCE AND INDEMNIFICATION**

**A. Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys' fees) to the extent relating to or resulting from the: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule,

ordinance, order, or governmental directive (including but not limited to any environmental laws) (b) negligent acts, omissions or willful conduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in this Contract; (d) violation of any environmental law; and, e) performance under this Contract by Contractor, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Contractor's behalf (including but not limited to liabilities arising from the release of hazardous wastes). In connection with any such liabilities, the Village, its trustees, officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice and Contractor shall be solely liable for all costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to the Contract shall in no way limit the extent of Contractor's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the expiration or termination of this Contract.

**B. Letter of Credit.**

At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish to the Village an irrevocable standby Letter of Credit ("Letter of Credit") satisfactory to the Village's Corporation Counsel which guarantees performance under this Contract in the amount of \$500,000. The Letter of Credit shall provide that amounts thereunder may be drawn upon by the Village Manager for any breach of this Contract without additional notice to Contractor.

**C. Contractor's insurance requirements.**

1. At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" which shall be made a part hereof. Said certificates shall expressly provide that, for the duration of the Contract, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount, except after 30 days prior notice by certified mail, return receipt requested, has been provided to the Village. In addition, said certificates shall list the Village of Wilmette and its corporate authorities, officers, agents and employees as additional insureds on all required insurance policies.

2. Contractor shall procure and maintain throughout the Contract term, and all extended terms, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the Work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, with the Village as an additional insured, \$1,000,000 per occurrence for bodily injury and property

damage combined, \$2,000,000 annual aggregate for bodily injury and property damage combined;

- b. Business Auto Liability, \$1,000,000 per accident for bodily injury and property damage combined, \$2,000,000 annual aggregate per location for bodily injury and property damage combined;
- c. Workers Compensation with Statutory limits and Employers' Liability limits of \$500,000 per occurrence, with a waiver of subrogation;
- d. Umbrella Coverage, \$8,000,000 per occurrence; and,
- e. Environmental Impairment / Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs - arising from pollution incidents caused by Contractor, with coverage extending to non-owned disposal sites resulting from a pollution incident at, on or migrating beyond the site; and also for coverage for incidents occurring during transportation .

3. All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

4. Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

5. Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village, their officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary with respect to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

**D. Kotecki Waiver.**

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and

cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

#### **XXIV. MISCELLANEOUS.**

##### **A. Proposer's Certifications Incorporated.**

Contractor's executed "proposer's certifications" which were "attachment 4" of the Contractor's response to the Village's requests for proposal, are hereby incorporated into this Contract. Contractor shall take steps to ensure that such certifications remain accurate for the term of this Contract and shall execute annual certifications if requested by the Village Manager.

##### **B. Permits and Licenses**

Contractor and subcontractors, at their own expense, obtain and maintain in good standing all required licenses, qualifications and certificates, and shall be duly registered and otherwise in compliance with all applicable federal, state and local laws, regulations and ordinances applicable to their performance of the Work under this Contract. Contractor and all subcontractors must obtain a Wilmette Business License.

##### **C. Warranty**

Contractor warrants that no materials, equipment, vehicles, or supplies for the Work purchased by Contractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. Contractor further warrants that it has good title to all materials and supplies used in the performance of the Work, and any such materials and supplies are free from all liens, claims or encumbrances. Contractor agrees to indemnify and hold the Village harmless from all claims and costs incurred with respect to the lawful demands of Subcontractors, laborers, workmen, mechanics and suppliers of machinery, parts, equipment, tools, vehicles and materials arising from Contractor's breach of this Section.

##### **D. Relationship between the parties**

Contractor shall act as an independent contractor for the performance of the Work. No right of observation or review; requirement of approval; or other provision of the Contract or subsequent conduct of the Parties shall be construed to create a relationship between the Parties of employer-employee, principal and agent, partners, or joint ventures.

##### **E. Audit of Records.**

The Village reserves the right to audit Contractor's records and receipts with respect to the performance of the solid waste collection services upon being given ten (10) calendar days

notice by the Village of the requested review. The Contractor shall keep its books and records in such a manner as will readily facilitate the assessment of the Contractor's billing, collection, disposal, and recycling activities of the Village.

**F. Notices**

Except as otherwise required, all notices or communications required or permitted pursuant to this Contract shall be in writing and deemed given: (a) when delivered if delivered in person or transmitted by facsimile, telex or similar form of telecommunication; or (b) five (5) days after deposit in the United States mail, if sent by certified or registered mail, postage prepaid, addressed as follows:

**If to the Municipality:**

Village Manager  
Village of Wilmette  
1200 Wilmette Avenue  
Wilmette, IL 60091

**If to the Contractor:**

Mr. Jeff Hayes  
General Manager  
2800 Shermer Road  
Northbrook, IL 60062

**with copy to:**

Michael F. Zimmermann  
Raysa & Zimmermann, LLC  
22 South Washington Avenue  
Park Ridge, IL 60068

**with copy to:**

General Counsel  
Veolia Environmental Services  
125 South 84<sup>th</sup> Street, Suite 200  
Milwaukee, WI 53214

**G. Subletting of work.**

1. Only upon the express written approval of the Village may Contractor sublet any portion of the performance of the Work. Contractor shall identify all proposed subcontractors who will furnish services under the terms of this Contract. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against who the Village has a reasonable objection.

2. Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

3. Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

#### **H. Compliance with laws.**

1. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Smoke Free Illinois Act; Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Wilmette.

2. Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions will be fully incorporated into the Contract by reference and set forth therein in full.

#### **I. Assignment and Sub Contractors.**

Contractor shall not assign this Contract or any portion thereof. The merger, consolidation, or liquidation of Contractor or any change in the ownership of or power to vote 33 and 1/3% or more of Contractor's capital stock, as held as of the date of execution of this Contract, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Contract, are owners of Contractor's capital stock, shall not constitute an assignment.

#### **J. Governing Law.**

This contract shall be governed by the laws of the state of Illinois and exclusive venue for any enforcement action shall be in Cook County, Illinois.

#### **K. Captions.**

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of the Contract or Contract Documents.

#### **L. Entire Agreement.**

This Contract contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Contract may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Contract.

**M. Waiver.**

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Contract shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Contract. No provision of this Contract shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

**N. Survival.**

The aforesaid covenants, agreements, representations, guarantees and warranties shall survive the expiration or termination of the Contract.

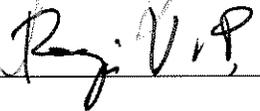
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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

**For Contractor:**

VEOLIA ES SOLID WASTE MIDWEST,  
LLC,

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

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

**For Municipality:**

VILLAGE OF WILMETTE,  
an Home Rule unit

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

Timothy Frenzer  
Village Manager

**ATTEST:**

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

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

APPENDICES

Appendix #1	COLLECTION SCHEDULE
Appendix #2	RECYCLABLES TO BE COLLECTED
Appendix #3	LIST OF MULTI-FAMILY DWELLINGS & INSTITUTIONS
Appendix #4	SERVICES FOR MUNICIPAL FACILITIES
Appendix 5	COST SCHEDULE

APPENDIX #1

[To be Inserted upon Agreement of Contractor and Village Manager pursuant to V.F.1]

APPENDIX #2

RECYCLABLES TO BE COLLECTED

Contractor is encouraged to identify additional items, not on the current list, that would be acceptable for collection.

Recyclable Materials

brown paper bags

corrugated cardboard (flattened, 2' by 2' size max)

boxes and cartons

chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, paper towel cores, flattened, 2' by 2' size max)

magazines and catalogues

mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)

newspaper (including all supplements)

telephone books

wet strength carrier stock (to include paper board used for refrigerated and frozen items)

frozen food packages

aerosol cans (emptied)

aluminum and tin food cans and foil

formed aluminum containers and wraps

aseptic packaging and gable top containers

formed steel containers

glass bottles and jars (brown, green, and clear)

plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)

all plastic containers #1 through #7; including, #1-PETE, #2-HDPE, #3-PVC or Vinyl, #4-LDPE, #5-PP, #6-PS (styrofoam cups and clamshell carry-out food containers) and #7-mixed resins

LDPE and HDPE soft plastic six (6) and twelve (12) pack rings

steel cans

steel paint cans and lids

Other Recyclable Materials Proposed by Contractor

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## Appendix #3

## LISTING OF MULTIFAMILY AND INSTITUTIONS TO BE SERVICED

## Institutions

	Institution	Address	Annual Estimated Cubic Yards	Refuse Containers	Recycling Containers
1.	Wilmette Church of Christ	435 Illinois	13	1 tote	n/a
2.	Masonic Temple	1010 Central .	30	3 totes	n/a
3.	Christian Science Church	1001 Central .	38	4 totes	1 tote
4.	Wilmette Public Library	1242 Wilmette	104	1.5 & 2.0 yd	n/a
5.	Wilmette Lutheran Church	521 7th .	49	5- 32-gal	2- 18-gal
6.	Comm. Church of Wilmette	1020 Forest	52	1.0 yd	2 totes
7.	First Presbyterian Church	610 9th .	34	4 totes	1 tote
8.	Winnetka Covenant Church	1200 Hibbard	75	1.5 yd	2 totes
9.	Sacred Heart Convent	2221 Elmwood	Recycling Only	0	4 totes
10.	1st Congregational	1125	Recycling	0	2 totes

	Church	Wilmette	Only		
11.	Wilmette Woman's Club	930 Greenleaf	Recycling Only	0	1 tote
	TOTAL ANNUAL CUBIC YARDS		395		

## Multi-family Dwellings

	Location	Building Type	# of Units for Refuse Service	# of Units Recycling Service	Refuse Containers	Recycling Containers
1.	324 Linden .	Apartment	0	44	0	n/a
2.	420 Linden .	Apartment	19	19	3- 1.5 yd	7 totes
3.	400-406 Laurel	Cooperative	24	24	2- 1.5 yd	3 totes
4.	307-315 Ridge	Apartment	82	82	4- 1.0 yd, 2- 1.5 yd	n/a
5.	435 Ridge .	Condominium	0	32	0	5 totes
6.	601 Ridge .	Condominium	9	9	1- 1.5 yd	1 tote
7.	627 Ridge	Condominium	18	18	3- 1.5 yd	10 ea. 18- gal
8.	800 Ridge	Condominium	35	35	2- 2.0 yd	2 totes
9.	811 Hibbard	Townhouses	4	4	*	4- 18-gal
10.	817 Hibbard .	Townhouses	6	6	*	6- 18-gal

11.	3131 Lake	Townhouses	6	6	*	6- 18-gal
12.	810 Skokie	Townhouses	4	4	*	4- 18-gal
13.	816 Skokie	Townhouses	4	4	*	4- 18-gal
14.	822 Skokie .	Townhouses	6	6	*	6- 18-gal
15.	724 12th	Condominium	0	36	0	4 totes
TOTAL NUMBER OF UNITS			217	329		

\*Numbers 8-13 share four 2-yard and one 6-yard refuse containers.

## Appendix #4

## MUNICIPAL FACILITIES TO RECEIVE COLLECTION SERVICES

Location	Service	Container Type and Size	Frequency
Village Hall 1200 Wilmette Ave	Refuse	2-each, 1.5 yard dumpsters	biweekly
	Recycling	6-each, 95-gallon totes	biweekly
Water Plant 200 Lake Ave	Refuse	1-each, 1.5 yard dumpster	biweekly
	Recycling	1-each, 95-gallon tote	weekly
Village Yard 711 Laramie Ave	Refuse	3-each, 1.5 yard dumpsters	biweekly
	Recycling (cardboard)	1-each, 1.5 yard dumpster	weekly
	Recycling (paper)	1-each, 95-gallon tote	weekly
	Yard Waste	2-each, 6-yard, flat-top, rear loading metal containers, no covers	weekly
Fire Station #26 1304 Lake Ave	Refuse	3-each, 95-gallon totes	biweekly
	Recycling	3-each, 95-gallon totes	weekly
Fire Station #27 747 Illinois	Refuse	2-each, 95-gallon totes	biweekly
	Recycling	2-each, 95-gallon totes	weekly
Police Station 710 Ridge Road	Refuse	2-each, 1.5 yard dumpsters	biweekly
	Recycling	2-each, 95-gallon totes	weekly
Wilmette Historical Museum 609 Ridge	Refuse	1-each, 1.0 yard dumpster	biweekly
	Recycling	2-each, 95-gallon totes	weekly

**REFUSE COLLECTION**

Type of Stop	Number of Stops -- April thru June, 2010	Rate per stop, per month 1st contract year	Annual Rate per Stop 1st contract year	Extension Amount
Single family -alley	2,685	\$8.77	\$105.24	\$282,569.40
Single family -curb	5,815	\$7.98	\$95.76	\$556,844.40
Multi-family	217	\$6.39	\$76.68	\$16,639.56
Total Annual Rate				\$856,053.36
Total Monthly Rate				\$71,337.78

**Rate for Optional Second Pick Up per Week:****RATE**

Type of Stop	Rate per stop, per month 1st contract year	Quarterly Rate per stop--1st Contract year	Annual Rate per Stop 1st contract year
Single family -alley	\$14.25	\$42.75	\$171.00
Single family -curb	\$14.25	\$42.75	\$171.00
Multi-Family (cost per unit)	\$6.39	\$19.17	\$76.68

**Rate for Optional Back Door Pick Up:**

Back Door	\$14.25	\$42.75	\$171
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**YARD WASTE COLLECTION**

Type of Stop	Number of Stops -- April thru June, 2010	Rate per stop, per month 1st contract year	Seasonal Rate per Stop 1st contract year	Extension Amount
Single family -alley	2,685	\$2.64	\$21.12	\$56,707.20
Single family -curb	5,815	\$2.64	\$21.12	\$122,812.80
Multi-Family	32	\$2.64	\$21.12	\$675.84
Institutions	8	\$2.64	\$21.12	\$168.96
Total Monthly Rate				\$22,545.60
Total for Eight (8) Months				\$180,364.80

**RECYCLING COLLECTION**

Type of Stop	Number of Stops -- April thru June, 2010	Rate per stop, per month 1st contract year	Annual Rate per Stop 1st contract year	Extension Amount
Alley/Curb	8,500	\$6.52	\$78.24	\$665,040.00
Multi-Family	15	\$2.25	\$27.00	\$405.00
Institutions	11	\$2.25	\$27.00	\$297.00
Total Annual Rate				\$665,742.00
Total Monthly Rate				\$55,478.50

## Appendix 5

<b>REFUSE COLLECTION--INSTITUTIONS</b>			
	No. of Cubic Yards - -April thru June 2010	Rate per Cubic Yard per stop per month	
Refuse--weekly pickup	395	6.94 \$	2,741.30
Refuse--second weekly pickup		6.94	

<b>Miscellaneous Additional Rates</b>	
Hourly rates for Leaf Service:	
Hourly rate (Monday-Friday) for the first 8-hours:	\$94.95/Hour
Hourly rate (Monday-Friday) for time in excess of 8-hours:	\$117.95/Hour
Hourly rate for Saturday, any hours worked:	\$117.95/Hour
Hourly rate for Sunday, any hours worked:	\$139.95/Hour
Emergency Rates	
Hourly rate-1 man truck	\$94.95
Hourly rate-2 man truck	\$133.00
Off Hours rate- 1 man truck	\$117.95
Off hours rate- 2 man truck	\$149.00
Construction & Demolition Debris in excess of 1 cubic yard	\$20/yard
Lease rate for toter:	\$24.00/year