CITY OF BATAVIA

SOLID WASTE SERVICES

CONTRACT

FOR

July 1, 2013 – June 30, 2018

NOTICE TO BIDDERS

The Cities of Geneva and Batavia are working together to seek bids for their respective SOLID WASTE SERVICES programs until ten o'clock A.M. (10:00 A.M.), Wednesday, March 27, 2013 at the **City Hall in the City of Geneva, 22 S. First Street, Geneva IL 60134**, at which time and place **all bids for both communities** will be publicly opened and read aloud.

These bids involve: Providing the Cities of Geneva and Batavia with separate "SOLID WASTE SERVICES" programs per the respective attached specifications. This will be through separate Five (5) Year Renewable Contracts.

Both sets of bid documents are available at the Public Works Building in the City of Geneva, 1800 South Street, Geneva IL 60134 and at the Public Works Building in the City of Batavia, 200 N. Raddant Road, Batavia IL 60510. Electronic versions of bid documents and addendums are available at www.geneva.il.us and www.cityofbatavia.net

No bid shall be withdrawn after opening of bids without the consent of either the City of Geneva or the City of Batavia as applicable for a period of forty-five (45) days after the scheduled time of opening bids.

The Cities of Geneva and Batavia reserve the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to them.

Any questions regarding the City of Geneva program can be directed to Dan Dinges, Public Works Director, (630) 232-1501. Any questions regarding the City of Batavia program can be directed to Scott Haines, Street Superintendent, (630) 454-2421.

INSTRUCTIONS TO BIDDERS

1. PROPOSALS

a) No bid will be considered unless the party offering it shall furnish evidence satisfactory to the respective Municipality that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the contract.

b) Proposals must be completed on the accompanying blank forms. Proposals shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm or corporation submitting the Proposal. The envelope shall be clearly marked with the Municipality for which the bid is being submitted and the date and time of the bid opening.

c) Bid prices must be written in the bid, and also stated in figures, and if any discrepancy occurs between the written and figured prices, the bid prices, predicated on the figured prices, will be taken as the intention of the bidder.

d) No proposal will be made or considered on any part of the work which does not provide for the completion of the work in accordance with the requirements set forth herein. The bidder's proposal must provide, in ink, a unit price for all items listed on the proposal form. Should any unit prices be omitted, the bidder's proposal will be declared invalid and his bid rejected.

e) The bidders will be required to execute the contract documents not more than fifteen (15) days following written notice to the Contractor of the award and these documents shall be completed and returned to the respective Municipality within the time limit specified within the proposal form. It is understood and agreed that the submittal of these documents within the time limit is an essential part of the Contract.

f) Permission will not be given for the withdrawal of any bid or proposal for a period of forty-five (45) days after the opening thereof, excepting that any bidder may withdraw his bid personally or by written request at any time prior to the opening of bids.

g) In submitting this Proposal, the Bidder declares that the only person or party interested in the Proposal as principals are those he has named herein, and that the Proposal is made without collusion with any other person, firm or corporation.

2. BIDDER'S DUTIES

a) The Bidder further declares that he has carefully examined the Instruction to Bidders, Proposal Form and the requirements set forth herein, and that he has familiarized himself with all of the local conditions affecting the contract and understands that in making this proposal he waives all right to plead any misunderstandings regarding the same.

b) If any person contemplating submitting a bid for either of the proposed contracts is in doubt as to the true meaning of any part of the requirements set forth herein, he may submit to the City of Geneva or the City of Batavia a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The respective Municipality will not be responsible for any other explanation or interpretation of the proposal documents.

c) The Bidder further understands and agrees that if his Proposal is accepted by the respective Municipality, he is to furnish and provide all necessary resources to complete the work in the manner and at the time herein prescribed, and in accordance with the requirements set forth herein.

d) The Bidder further agrees that if the respective Municipality elects alter the program as described herein, he will perform the work as altered, increased or decreased.

e) The Bidder further agrees that the respective Municipality may at any time during the progress of the work covered by this Contract order other work or materials that are not included in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price for other items in this Contract. This work shall be performed as extra work.

3. DELINQUENT BIDDERS

No Contract will be awarded to any person, firm or corporation that has been delinquent or unfaithful in any former Contract with the respective Municipality, or whose surety is a defaulter upon any obligation in the Municipality.

4. EXECUTION OF DOCUMENTS

The Contractor, in signing his bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the proposal documents shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the word "By _____."

If such a bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it. Such bid shall also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder to whom the respective Municipality contemplates awarding the contract) by some officer or agent of the Municipality duly authorized to give such notice.

5. FILING BIDS

After bids are opened and read aloud, they shall be placed on file in the respective Municipality's Clerk's office for public inspection and shall remain there as provided by Statute.

6. CONSIDERATION OF PROPOSALS

Contracts shall be awarded to the lowest responsible bidder on the basis of the bid that is in the best interest of the respective Municipality to accept.

7. BASIS OF AWARD

Proposals shall be submitted for the Items or Units as shown on the Proposal Form in strict conformance with the requirements set forth herein. No proposal will be considered except those submitted in this manner. Awards may be made on the following basis only:

The entire work as a single contract.

Awards if any, will be made only upon the basis, which in the judgment of the respective Municipality will be most advantageous to it and then only to the party (or Parties) submitting the lowest responsible bid (or bids) upon the particular basis selected by the Municipality for the award of contract as herein indicated.

8. RIGHT TO REJECT BIDS

The respective Municipality reserves the right to waive technicalities and to reject any or all proposals and to accept the bid deemed most advantageous to it.

9. TAXES

The price indicated on the bid form shall include all applicable costs to the respective Municipality including delivery, handling charges, taxes etc. The City is exempt by law from Federal Excise Tax and State Sales Tax

BASE CONTRACT

I. PURPOSE

It is the intent of this agreement to obtain clean, courteous, well-scheduled, and well-executed collection and disposal or processing of refuse, recyclables, and yard waste from properties throughout the City. While the City recognizes that any collection service involves minor customer operating issues, the intent of this agreement is to ensure that any such operating issues are corrected as soon as possible.

II. PROJECT DESCRIPTION

This contract is for a five (5) year period. The Contractor will be responsible for performing all tasks as described herein.

The City of Geneva includes an estimated 7,100 disposal units total for 2013 with a small annual increase in subsequent years. These units include single-family and multi-family units. A graphic of the City of Geneva boundary has been attached.

The City of Batavia includes an estimated 8,500 disposal units total for 2013 with a small annual increase in subsequent years. These units include single-family and multi-family units. A graphic of the City of Batavia boundary has been attached.

III. GENERAL PROVISIONS

1. DEFINITIONS

For the purposes of this contract, definitions of certain terms shall be as listed below. Other terms shall be defined within applicable subsections.

"Refuse" shall mean all discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including, but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage"; and, except to the extent otherwise recyclable, all combustible and non-combustible waste materials resulting from the usual routing of 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 and catalogs; boxes and cartons; cold ashes; furniture, furnishing, and fixtures; household appliances of all kinds; tires; textiles and leather; dead animals and animal waste; toys and recreational equipment; and similar items. "Live" Christmas trees shall not be considered refuse during annual Christmas tree collection, and shall not require a sticker. A "live" Christmas tree may exceed the dimension and weight limitations herein, and need not be placed in a yard waste bag nor have its branches bundled.

For the purposes of this contract, the terms "garbage", "refuse", "rubbish", "solid waste", "trash", and "waste" shall be synonymous unless otherwise more specifically defined (for example, "yard waste").

"Recyclables" or **"Recyclable Material(s)"** shall mean at a minimum newsprint (ONP); aluminum cans; steel cans, empty aerosol cans, paint cans, oversize cans; glass bottles and jars (flint, amber and green); all P.E.T. (Polyethylene terephthalate) plastic containers; all H.D.P.E. (High density polyethylene) plastic containers (oil containers excluded); L.D.P.E. (Low density polyethylene); P.V.C. or vinyl (polyvinyl chloride); P.P. (Polypropylene) ice cream tubs, margarine tubs; Other (mixed resins) plastic packaging, rigid six twelve pack rings, etc.; all chipboard (box board); all corrugated cardboard cut into pieces no larger than 3' x 3' (OCC and kraft paper); coated paper (magazines and catalogs); mixed paper (white ledger, color ledger, computer paper, phone books and junk mail; gable-top cartons (coated milk and juice container); multi-layered juices boxes.

"Yard waste" (also known as "Landscape waste") shall mean grass clippings; leaves; branches and brush; other yard and garden trimmings; vines, garden plants and flowers; weeds; tree droppings (for example, pines cones and crab apples); and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. "Live" Christmas trees shall also be considered yard waste. Sod and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed of as refuse unless the composting facility will accept it.

"Household Construction and Demolitions Debris" or **"Debris"** shall mean waste materials from "do it yourself"- scale interior and exterior household construction, remodeling and repair projects, including, but 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. Such debris shall conform to the following: loose small items shall be placed in suitable disposal containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight. Materials not conforming shall be subject to special collection requirements as specified herein.

"Stop" shall have different meanings, as follows:

(1) For the purposes of collection from any single-family detached, duplex, and single-family attached (townhouse) or multi-family dwellings **of six (6) units or less** (which are not located within a complex where refuse generated from the residents is placed in common waste container, i.e. a dumpster or roll-off); the term "stop" shall be synonymous with the term "household". In this instance, single households will be counted for the purposes of defining the extent of the collection services to be provided and of determining the amount of refuse, recyclables and yard waste to be collected.

(2) For the purposes of collection from any multi-family dwellings

serviced by a common waste container (i.e. dumpster or roll-off), the term "stop" shall be synonymous with the term "refuse area" (i.e. partially enclosed area where dumpsters are placed - most complexes have several designated "refuse areas"). In this instance, single "refuse areas" will be counted as a stop for the purpose of defining the extent of collection services to be provided and of determining the amount of refuse and recyclables collected.

"Curbside" shall mean adjacent to the street pavement, alley pavement and gutter and within five (5) feet thereof.

"Large Household Item" (also known as "bulk item") shall mean any discarded and unwanted large household appliances and furnishings, including, but not limited to: refrigerators, freezers, stoves, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, similar furniture, and car tires only. "White goods", including those containing CFC's (chlorofluorocarbons), switches containing mercury, and PCB's (polychlorinated biphenyls) shall all fit within this definition.

"Disposal Unit" shall have different meanings, as follows:

(1) For the purpose of single-family and multi-family refuse collection, a "disposal unit" shall mean one (1) water-tight metal or plastic reusable waste container with handles, no larger than thirty-two (32) gallons in capacity or fifty (50) pounds in weight, one (1) plastic or paper bag, box, carton, or other disposable container not to exceed thirty-two (32) gallons in capacity and fifty (50) pounds in weight, containing "refuse" or "household construction and demolition debris" as herein defined, securely tied or closed in such a fashion so as to prevent the littering, leaking, or scattering of refuse or debris; or one (1) securely tied bundle of refuse or debris which is placed in a container that does not exceed two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight; or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A "large household item" as is herein defined is to be considered a disposal unit. "Household construction and demolition debris" as is herein defined is to be considered a disposal unit.

(2) For the purposes of yard waste collection a "disposal unit" shall mean one (1) biodegradable two-ply, fifty (50 pound wet-strength kraft paper bag designed for yard waste collection not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing "yard waste" as herein defined, or one (1) securely tied bundle of brush or branches using biodegradable cord, string, rope, or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length, and is manageable by one (1) person; neither of which contains branches exceeding three (3) inches in diameter. A "live" Christmas tree shall also be

considered one (1) disposal unit, and may exceed the dimension and weight limitations herein, and need not be placed in a yard waste bag or have its branches bundled.

2. SCOPE OF WORK

The Contractor shall be responsible for (a) all services required herein to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, (b) landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste from every residence within the corporate limits of the City for the duration of this contract, except as limited herein, and (c) arrangements with refuse, recyclables and yard waste processors required in order to perform and complete the collection and marketing of recyclables, all in strict accordance with this contract. Such services shall be performed within the corporate limits of the City and any territory hereinafter annexed thereto, all in strict accordance with this contract.

The collection of refuse, recyclables and yard waste shall be operated as one program and cannot be operated as separate programs.

The contractor may, at its option, contract separately with non-residential businesses, institutions, and agencies for collection service outside the scope of this contract, subject to all City codes and ordinances governing private refuse collectors generally within the City, provided that such operations shall not interfere with the satisfactory carrying out of the work under this contract. Any contracts between the Contractor and such businesses, institutions and agencies shall provide a covenant that said contract shall not interfere with the terms and conditions set forth under this contract.

3. CONTRACT PERIOD

The term of this contract will be for five (5) years commencing on the first day of July 2013 and shall remain in full force and effect through midnight on the 30th of June 2018. The City reserves an option to terminate the contract if the Contractor fails to perform after given a reasonable period to correct its performance. The contract term may be extended by mutual agreement between the parties upon written notice from either party at least one-hundred and eighty (180) days prior to the ending date. The City reserves the right to renew and extend this agreement subject to appropriation and budgeting for additional terms.

4. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS

The Contractor shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulations including but not limited to those governing the collection, disposal and processing of refuse, recyclables and yard waste during the term of this contract.

5. TAXES, LICENSES, PERMITS AND CERTIFICATES

The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and the work included in this contract. By law, the City is exempt from paying Federal Excise Tax, State and Local Retailer's Occupation Tax, State and Local Service Occupation Tax and Service Use Tax. The City's tax exemption number will be provided upon execution of this agreement.

The Contractor shall secure, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses and certificates of authority to operate. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this contract.

6. PERFORMANCE BOND

Prior to commencement of service hereunder, Contractor shall provide the City with a performance bond or letter of credit in the amount of Three Hundred Thousand dollars ($300,000.00), which shall be maintained in full force and effect throughout the term of this contract in the Contractor's expense. Said bond shall be executed by and with a surety company acceptable to the City and any such bond or letter of credit shall be subject to approvals as to form and content by the City Attorney.

The Contractor shall furnish the performance bond or letter of credit in an acceptable form simultaneously with the executed contract. At the discretion of the City, failure to furnish the required bond or letter of credit within the time specified may be cause for rejection of the proposal and award of the contract to another Contractor.

7. INDEPENDENT CONTRACTOR

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State and Local laws.

8. NON-ASSIGNMENT

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm or corporation without prior written consent of the City, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions, if an assignment is authorized by the City.

9. ACCIDENT PREVENTION AND NOTIFICATION

The Contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind which involve the general public and/or private or public property in the City, the Contractor shall immediately notify the City. Upon request of the City, the Contractor shall provide such accounting of details and/or copy of written accident reports as the City may require.

10. DAMAGE

The Contractor shall take all necessary precaution for the protection of public or private property. The Contractor shall be responsible for damages on or to public or private property resulting from careless or negligent operation of vehicles or handling of any receptacle. All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to waste receptacles, sod, mailboxes, or recycling bins, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the City may, after the expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Contractor agrees to pay for said expenses within ten (10) days of receipt of said invoice.

11. INSURANCE

The Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance:

1. Insurance Services Office Commercial General Liability Occurrence form with the City named as additional insured.
2. Owners and Contractors Protective Liability (OCP) policy with the City as insured.
3. Insurance Service Office Business Auto Liability Coverage.
4. Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employer's Liability insurance.
5. Builder Risk Property Coverage with City as loss payee.
6. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

Minimum Limits of Contractor's Insurance

General Liability: Comprehensive Form Premises - Operations Products/Completed Operations Hazard Contractual Insurance Broad Form Property Damage Independent Contractors Personal Injury Explosion and Collapse Hazard Underground Hazard	Property Damage: $1,000,000 each occurrence Bodily Injury: $1,000,000 aggregate
Automobile Liability: Comprehensive Form Owned Hired Non-owned	Bodily Injury and Property Damage Combined: $1,000,000 each occurrence
Excess Liability: Umbrella Form	Bodily Injury and Property Damage Combined: $2,000,000 each occurrence $2,000,000 aggregate
Worker's Compensation and Employer's Liability:	$500,000 each accident

12. EMPLOYEES AND CONDUCT

The Contractor shall undertake to perform all collection and disposal services rendered hereunder in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide courteous and knowledgeable personnel in its customer service office.

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

In the event that any of the Contractor's employees is deemed by the City to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, upon formal written request of the City, the Contractor shall remove such employee from work within the City and furnish a suitable and competent replacement employee.

The Contractor's drivers and crew members shall be attired at all times in a neat and professional manner. All permanent collection employees shall be required to wear a work uniform. Said uniform shall include a shirt or jacket which clearly indicates that the employee is employed by the Contractor. The City has the right to require or define what shall be considered suitable work clothes for collection employees.

All vehicle operators shall carry valid Illinois state driver's licenses for the class vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

13. EQUAL EMPLOYMENT OPPORTUNITY

During the term of this agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act and the Illinois Human Rights Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability or age. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this agreement.

14. NON-PERFORMANCE OF SERVICE SCHEDULE

If the Contractor fails to observe the established schedule of service for more than two (2) consecutive working days, the City reserves the right to determine if there has been sufficient cause to justify non-observance of the service schedule. If, in the City's judgment, sufficient cause has not been demonstrated, then the City shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this contract shall be deemed 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 taken corrective action, the City shall take such steps as are necessary to furnish services according to the collection requirements provided for in this contract. The Contractor shall be liable for any costs incurred by the City to correct such default. Notwithstanding

or foregoing, the City shall further reserve the right to terminate this contract.

15. INDEMNITY

The Contractor shall indemnify, defend, save and hold harmless the City, individually and collectively, its officials, officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, fines, damages, lawsuits, proceedings or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the City may suffer, incur, sustain or become liable for, on account of any injury to or death of Contractor's employees, or injury or death to any other person or damage to or injury to real estate or personal property, to the extent resulting from the Contractor's, its agents, retailers, employees or any of Contractor's subcontractors negligent acts, omissions or willful misconduct in the performance of the services to be conducted, including, but not limited to, ownership, maintenance, use, operation or control of any vehicle owned, operated, maintained or controlled by the Contractor, subsidiary, or Contractor's breach of this contract.

The Contractor shall, at its own expense, appear, defend and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the City in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any performance bond, letter of credit or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the City, and to pay expenses and damages as herein provided.

The Contractor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the City, its agents, representatives, employees or other contractors. The Contractor agrees to indemnify, defend and hold harmless City from all liability (including reasonable attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as "Superfund") and comparable state law, incurred as the result of the disposal under the Contract Agreement of City's Waste Materials.

16. SERVICE LOCATIONS AND POINTS OF CONTACT

The Contractor shall establish and maintain an office through which it may be contacted directly, where the public and City personnel may telephone or send inquires and complaints, and where the public and City personnel may send and receive instruction. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge

during collection hours. This service shall be operated between the hours of at least 7:30 a.m. to 5:00 p.m. Monday through Friday, except during holidays as listed herein, or as otherwise directed by the City. The telephone service shall be a local exchange or a toll-fee exchange. The City will publicize the contractor's telephone number. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the City for use by City personnel.

The Contractor shall also take out an advertisement in the next edition of the Ameritech Tri-Cities telephone book to be issued, listing its name, office address, and telephone number.

The Contractor shall identify the location, telephone number(s), and mailing address of the office, the garage area, and any processing facility, that will be used to service the City. The City reserves the right to visit and inspect such facilities with reasonable notice. The contractor shall also notify the City of its designated contact person(s) for the purposes of obtaining instruction, answering inquires and resolving complaints. Such person(s) shall be available to discuss and, if necessary, meet with City personnel to resolve problems.

17. PROPER DISPOSAL OF PROCESSING

(a) **General Requirements**

The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County and Local laws, ordinances, and regulations, including, but not limited to, the ordinances of the City.

The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse and yard waste to a disposal site, and shall be responsible for the payment of all tipping fees for refuse and yard waste. The term "disposal" shall have different meanings. For refuse, it shall mean landfilling; for yard waste, it shall mean composting or an equivalent agronomic application. The term "disposal" shall not include "processing" of recyclables. All Recyclable Materials shall be collected, separated and otherwise treated so as to facilitate the sale of said materials to end-use markets, or Recyclable Material brokers. No materials collected as Recyclable Materials may be deposited in a landfill or waste incinerator, except to the extent those materials collected as Recyclable Materials are "contaminated", as that term is generally used in the recycling industry, and thus unacceptable to the end-use markets or Recyclable Material brokers. Except to the extent "contaminated", all Recyclable Materials collected shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of said Recyclable Materials. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclable to a processing site, and shall

be responsible for all processing costs as further specified in this section.

All refuse, recyclables, and yard waste collection shall be removed from the City as soon as the materials are collected, but in any event no later than 7:00 p.m. on the date of collection. The refuse and yard waste shall be disposed of, and the recyclables taken for processing.

(b) **Yard Waste Requirements**

Throughout the term of this contract, the Contractor shall own, co-own, rent, lease, control or otherwise have access to a properly-licensed and permitted compost facility of sufficient capacity for the disposal of yard waste. The Contractor shall be solely responsible for compliance with all Federal, State, County, and Local laws, ordinances and regulations governing the disposal of yard waste at such a composting facility.

The Contractor shall furnish the name and location of the composting facility intended to be used during the term of this contract. Upon request of the City, proof that such facility complies with all laws and regulations governing such facilities shall be furnished to the City. The City reserves the right to visit and inspect such facilities with reasonable notice. This shall not preclude the Contractor from changing the disposal location to a reasonable alternative site, but the Contractor shall notify the City of any changes. Upon request of the City, the Contractor shall furnish evidence of arrangements assuring availability of adequate composting facility capacity for disposal of yard waste collected under this contract.

(c) **Recyclables Requirements**

Throughout the terms of this contract, the Contractor shall own, co-own, rent, lease, control, or have access to a suitable storage/processing facility for the purpose of sorting and preparing the collected recyclable materials to be marketed and sold, or the Contractor shall transport each recyclable material collected to either a processor(s) or broker(s) experienced in processing and marketing recyclables, or to a market itself. The name and location of the facility(ies) of the Contractor, or its processor(s) or broker(s), or market(s), shall be furnished to the City. The City shall have the right to visit and inspect the storage, processing, broker and market locations during regular business hours with reasonable notice. The Contractor shall not be locked into taking the recyclables solely to the processor, broker, or market listed for each material collected. It is the City's intent to have assurance from the Contractor that markets are available for the recyclables collected.

The Contractor shall be responsible for payment of all necessary processing costs for recyclables. Processing costs are defined to include, but are not limited to: any sorting, removal of contaminants and waste residues, intermediate storage or consolidation, transfer, crushing and/or baling costs, as well as necessary supplies therefore as may apply prior to the passing of title to the recyclables to another party for recycling.

The Contractor shall retain 100% of the proceeds from the sale of recyclable material. As a condition of retaining the proceeds, the Contractor shall bear sole responsibility for the risk of changing market values, including negative values, of recyclable materials. Upon request of the City, Contractor shall provide evidence deemed appropriate, of sale or transfer of title of the recyclable materials. It is the intent of this contract that recyclables shall be recycled and not landfilled or incinerated.

18. HOLIDAYS

For the purposes of this contract, the following holidays shall be deemed official holidays:

New Year's Day
Memorial Day (fourth Monday in May)
Independence Day
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Christmas Day

Should any of the aforementioned holidays occur on a regularly schedule collection day, the collection for said day shall be rescheduled to the next day, and all subsequent collection days following the holiday shall occur one day behind schedule until the beginning of the next full work week.

The Contractor shall give notice by local newspaper publication of the rescheduling of collections due to a holiday. This notice shall be forwarded to the newspaper at least two (2) weeks prior to the holiday in the form of a public service announcement and shall include; the date and time the rescheduled collection(s) will occur, and the date and time the normal collection will resume.

19. HOURS AND STANDARDS OF COLLECTION

The Contractor shall not commence work before 7:00 a.m. and shall cease collection by 7:00 p.m. At its sole discretion, the City may allow the Contractor to alter the starting and/or ending times due to unique circumstances, such as inclement weather. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns, or similar hindrances. The Contractor's crews shall endeavor to work with as little noise, disturbance, and disruption to residents as possible.

The Contractor shall be responsible to collect all refuse, recyclables, and yard waste from the curbside. All such waste materials shall be prepared as specified herein. The Contractor shall not be responsible for collection of items that are not properly prepared. Customers are also responsible for placing disposal units close to the curb (or in those areas without curbs, placing them in an equivalent position), so that they are easily accessible to the Contractor. The City agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by its customers with such requirements.

The Contractor shall return all containers at each stop to the general location at which they were found, except that bins shall not be placed in the middle of driveways, in driveway aprons or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle.

The Contractor shall handle all containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises, curb-and-gutters or streets shall be immediately cleaned up in a good workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. The Contractor shall not be responsible for collection or cleaning up refuse, recyclables or yard waste litter that has blown, fallen, leaked or scattered from bags, cans, bins or other containers through no fault of the collection crew.

20. MISSED PICK-UPS AND COMPLAINTS

The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the City agree to jointly establish reasonable administrative regulation for the investigation and resolution of alleged missed pick-ups.

The Contractor agrees to provide notices to be left at the resident's property clearly explaining the reason(s) services (refuse, yard waste or recycling collection) were not provided, and what actions, if any, can be taken by the resident in the future to ensure collection of materials. Such notices are to be designed and printed by the Contractor but shall be approved by the City.

In the event of valid complaints for other incident, including, but not limited to, breakage of glass during collection or recyclables; items or refuse, recyclables and/or yard waste dropped during collection; and the like are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within twenty-four (24) hours after a complaint or notification is received.

The Contractor shall maintain a daily log of complaints received. The complaint record shall be forwarded monthly for inspection by the City during regular business hours.

21. VEHICLES

The Contractor shall furnish a complete list of vehicles to be used in servicing this contract as required by the City. The City reserves the right to request descriptive literature or specification sheets for each type of vehicle listed as it deems necessary to properly administer specifications of this contract. Upon request of the City, the Contractor shall demonstrate the collection equipment is suitable for the materials to be collected. The Contractor shall notify the City if there is any change in the number of vehicles being used or if there are any modifications affecting the volume or compaction ratio of vehicles being utilized.

All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on City streets which leaks any fluids from the engine or compaction mechanism. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed, leak-proof, and operated in such a way that no refuse, recyclables, or yard waste leaks, spills or blows off the vehicles. Should any refuse, recyclables, or yard waste leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close opening, or due to failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the City, the City may clean up same, and the City may bill the cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request of the City.

Refuse, recyclables, and yard waste, as such terms are defined herein, shall each be collected in separate vehicles and shall not be commingled.

22. TITLE TO REFUSE, RECYCLABLES AND YARD WASTE

Title to all refuse, recyclables, and yard waste, as such terms are defined herein, shall pass to the Contractor when the materials are placed in the collection vehicle.

23. LOCAL IMPROVEMENTS

The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time on preventing the Contractor from traveling its accustomed route or routes for collection. The contractor shall, however, by an acceptable method, continue to collect the refuse, recyclables, and yard waste to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the City or customers. The City agrees to work with the Contractor to resolve any problems due to construction activity.

24. PUBLIC EDUCATION

Upon request, the Contractor shall provide the City with any educational materials deemed necessary by the City. Educational materials shall include, but not limited to informational magnets or stickers outlining the available services. Further, the Contractor agrees to support the local school districts by providing educational materials and being available for an occasional appearance throughout the term of this contract when requested by the City.

25. SPECIAL PICK-UPS

Any resident wanting to dispose of large quantities of refuse, yard waste, white goods, truck or tractor tires and/or construction debris shall have the ability to obtain competitive prices for such services from local contractors and select any contractors and select any contractor they desire to perform such services. The resident will be responsible for the payment of said services. The decision of any City resident to hire a private contractor for special pick-ups shall have no effect on the terms of this contract.

26. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any specifications in this contract shall in no way affect the right of the City hereafter to enforce same. Nor shall waiver by the City of any breach of specifications in this contract be taken or held to be waiver of any succeeding breach of such specifications in this contract, nor be taken or held to be waiver of any specification itself.

27. CHANGE IN SERVICE; AMENDMENTS

If the City should wish to change the type of service provided during the term of this contract, including, but not limited to, type of material collected, method of handling, and/or method of collection, the City shall

have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least ninety (90) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in written agreement executed by the parties.

28. DATA COLLECTION AND REPORTING

The Contractor shall collect and maintain accurate data, records, and receipts, and shall report to the City pertinent data of the refuse, recyclables, and yard waste collection program, including, but not limited to:

(a) total weight and cubic yardage of refuse and yard waste collected per month (separately listed) for volume-based stops and multi-family disposal units as applicable (separately listed)

(b) number and weight of white goods collected per month

(c) number of disposal stickers (as applicable) sold per month and carts rented (as applicable)

(d) total weight and volume of all recyclable material collected per month, separately listed (as applicable) for residential, multi-family and City facilities

(e) receipt from sticker manufacturer for stickers purchased by the Contractor.

(f) daily complaint log as described herein,

The City reserves the right to request any or all of the above data by route. For the purposes of this subsection, a route shall mean each separate collection day.

With reasonable notice, the Contractor shall permit the City or its authorized designees to inspect and examine all records during regular business hours pertaining to the collection, transportation, disposal, and processing of all refuse, recyclables, and yard waste which occurs under this contract. The City also reserves the right to receive copies of tipping receipts and marketing receipts, which shall be furnished upon request of the City.

Monthly reports containing the above information shall be delivered to the city by the Contractor no later than 15 days after the close of the month. A summary report shall be provided annually at the conclusion of each contract year. At the request of the City, reports shall follow a format prescribed by the City.

The Contractor shall also provide such additional data, information, or statistical material concerning refuse, recyclables, and yard waste collection as may be reasonably requested by the City from time to time.

The City reserves the right to inspect portions of or routes and/or portions of routes prior to service approximately every six months and will expect the Contractor to service the designated area of the route after 8:30 a.m. for a consecutive four (4) week period.

Notwithstanding the foregoing, the Contractor shall cause the manufacturer or distributor of waste stickers (as applicable) to certify to the City, every six (6) months during the term of this contract, the number of waste stickers delivered to the Contractor and the cost thereof (as applicable).

The data shall be used for purposes including, but not limited to, publicizing recycling participation rates and quantities and other statistics to resident; and documentation of amounts of City waste generation, diversion, and recycling or other reporting requirements as may be required by the State of Illinois or other agencies during the term of this contract.

All reports; data, and information, once supplied to the City, shall become property of the City.

29. COUNTY HOUSEHOLD HAZARDOUS WASTE FEE

Contractor shall pay an annual fee equal to $3.00 per household to the City for the purpose of partially funding Kane County programs to provide household hazardous waste and other services to City residents. The fee shall be paid on the first business day of September each annual contract year and shall be based on the number of households to which refuse service is being provided on July 1st of the same contract year.

30. SEVERABILITY

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

31. LAW TO GOVERN AND VENUE

This contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be the City. Any references to laws in this contract shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this contract shall be deemed to be inserted herein.

32. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the parties, their successors, and assigns.

IV. COMMUNITY SPECIFICATIONS

The following specifications shall apply only to the **City of Batavia**

33. WASTE TRANSFER FACILITY & TIPPING FEE

All Refuse, Recyclables, Yard Waste, Large Household Items and Debris collected under this contract shall be processed through the Advanced Disposal Transfer Facility located at 1660 Hubbard Drive, Batavia IL 60510.

The current tipping fee (effective as of March 31, 2012) is $44.83 per ton. The tipping fee adjusts annually on March 31 in accordance with the following:

> "The fee shall increase by the percentage of increase during the previous year in the Revised Consumer Price Index for All Urban Consumers for Chicago, Illinois, the Revised Consumer Price Index for the United States, [such Indices being published from time to time by the United States Department of Labor Statistics (individually "Index;" collectively "Indices")] or 1.5%, whichever of the three is greater ("Annual Adjustment"). Each Annual Adjustment for years after the first Annual Adjustment shall be based on the amount of the adjusted fee from the previous year. If the Index shall cease to be published, the parties shall designate a comparable index, which shall then be used for determining the annual rate of adjustment"

34. CNG VEHICLES

The City of Batavia encourages Contractors to transition to Compressed Natural Gas (CNG) waste collection vehicles. **While <u>not required</u> for the initial term of this Contract**, the City reserves the right to require CNG vehicles as a condition to any possible Contract extensions.

35. CONTRACT OPTIONS

Contractors shall provide proposals for the following contract options. All options shall include collection from City facilities as described herein. All options shall include collection from special events and festivals as described herein. All collections shall occur on the days specified herein.

(a) OPTION #1 - Volume Based (a.k.a. "Pay per Bag")

General
The method of collection services provided by the Contractor under OPTION #1 shall be volumes based, commonly known as "pay per bag."

For the purpose of this section the term "pay per bag" shall be understood to mean payment for services rendered using a sticker or bag system.

One pre-paid waste or yard waste collection sticker must be affixed to each proper "disposal unit" as defined herein **or** one "Half Refuse Bag" having a volume capacity not greater than twenty (20) gallons shall be utilized.

The charges for services rendered as described in this section shall not occur on a base rate charge, subscription level, variable rate or any other modified version of a volume based service.

Program Design
All "households" as defined herein, located within Batavia's boundaries shall be provided with weekly curbside collection and disposal of all "refuse" as defined herein, all household "construction and demolition debris" as defined herein and all "large household items" as defined herein.

All "households" as defined herein, located within Batavia's boundaries, shall be provided with weekly curbside collection and proper disposal of all "yard waste" as defined herein. Weekly yard waste collection shall begin each year on April 1 and end on November 30 of that same year and shall require a disposal sticker. Starting December 1 and ending December 31, customers will be permitted to place only leaves in yard waste bags on their scheduled collection date and these bags will not require a disposal sticker. Christmas trees shall be collected for a period of two (2) weeks in January. This two (2) week time frame is to be mutually agreed upon between the Contractor and the City.

All "households" as defined herein, located within Batavia's boundaries shall receive weekly collection of all "recyclable materials" as defined herein.

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". Customers of each household will be required to attach one waste collection sticker to each disposal unit. The Contractor will be required to collect only properly prepared disposal units which have a waste or yard waste disposal sticker attached or which are fully contained within a Half Refuse Bag. Customers will be allowed to place unlimited amounts of disposal

units at the curb for collection and disposal with a waste or yard waste disposal sticker or a Half Refuse Bag for each unit.

Each waste or yard waste disposal sticker shall entitle a household to the following pickup services:

(1) One (1) 32-gallon garbage bag or can; or
(2) One (1) 30-gallon biodegradable paper yard waste bag; or
(3) One (1) bulk item (sofa, mattress, etc.); or
(4) One (1) 50-pound tied bundle of household waste which does not fit within the three (3) previous categories.
(5) One (1) White Good (as described by state law and herein)

"Half Refuse Bags" shall have a volume capacity not greater than twenty (20) gallons.

Recyclable materials set out for collection will not require a disposal sticker attached and will be collected, processed and marketed by the Contractor. Customers may place unlimited amounts of acceptable recyclable materials at the curb for collection by the Contractor.

Payment for Services
The Contractor shall receive payment for all volume-based services described in this contract through the sale of waste and yard waste disposal stickers and Half Refuse Bags.

Disposal Sticker and Bag Distribution
The Contractor shall be responsible for the printing, distribution and sale of an ample supply of waste and yard waste disposal stickers and Half Refuse Bags. The Contractor shall arrange for at least six (6) local retail outlets to aid in the sale of the disposal stickers and bags. The City also agrees to act as a disposal sticker retailer for the Contractor. The City shall not incur any liability for retailers' payment or other obligations to the Contractor for the stickers or bags. The Contractor shall be solely responsible for collection of sticker and bag sale proceeds. Customers shall have the right to purchase stickers and/or bags in as small a quantity as one (1) sticker/bag at a time.

The Contractor may establish the manner in which retailers shall pay for disposal stickers or bags furnished; provided the Contractor shall not charge retailers or the City for storage, handling, delivery, or any other services associated with the distribution of stickers or bags. The Contractor shall have the right to cease supplying stickers or bags to any retailer that repeatedly allows its sticker/bag inventory to run out. Retailers will be required to pay the Contractor for any previous order of disposal stickers/bags before additional sticker/bag orders are filled except in the cases where the retailer

works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers or bags to any retailer that becomes more than thirty (30) days in arrears in making payments on its account with the Contractor. The contractor shall notify the City of the names of retailers to which the supply of stickers/bags has been suspended as soon as the suspension occurs.

Sticker and Bag Design & Accountability
The City reserves the right to approve the form, design and working of the disposal stickers and bags before their fabrication. Disposal stickers shall be produced on paper and have an elongated rectangular form with minimum dimension of 19 centimeters in length and 4 centimeters in width. The front of the disposal sticker shall be bright, neon colored background and bear the Contractor's name and phone number and Batavia's logo. In addition, the front of the sticker shall have the word "address" with a space for customers to write their address if they so desire, and shall also have the date this contract expires listed as an expiration date. The back of the sticker shall list instructions for proper use of the stickers as well as other information pertinent to the "pay-per-bag" program including observed holidays.

The Contractor is responsible for all accounting of stickers and bags. The City recommends the use of serial numbers to aid in accounting and deter counterfeiting. The City shall not be held liable for any counterfeiting of stickers or bags that may occur.

Stickers shall have a good pressure sensitive adhesive which will adhere to disposal unit containers in all weather conditions.

Honoring All Stickers and Bags
The Contractor shall agree to honor all disposal stickers and/or bags purchased by customers throughout the term of this contract, regardless of the price at which the disposal stickers and/or bags were purchased.

The Contractor shall provide the same level of service for previously purchased disposal stickers or bags as provided for disposal stickers or bags sold at an adjusted sale price. For this reason stickers and bags shall be produced without a price on them.

Sticker and Bag Handling Fees and/or City Service Charges
The City reserves the right to allow retailers to charge a handling fee to prevent loss of revenue from credit card purchases. This mark-up will be limited to 2% above the Contractor's quoted sticker or bag price. Such a handling fee shall be added only at the retail level by the retailer and shall be retained by the retailer.

The City reserves the right to add a fixed administrative surcharge to all Contractor's quoted sticker or bag prices. Monies from this

surcharge shall be used to defray the expenses incurred by the City for administering this contract. Should the City add an administrative surcharge to the disposal sticker or bag sale price, the Contractor shall submit a monthly accounting of total sticker/bag sales and remit a check to the City equal to the amount of the administrative surcharge multiplied by the monthly accounting of total sticker/bag sales. Such a report and remittance shall be due no later than fifteen (15) days after the close of the month. The City reserves the right to change the amount of the surcharge and shall notify the Contractor at least sixty (60) days prior to a scheduled waste sticker or bag price adjustment of a new administrative surcharge.

Methods of Preparation and Collection of Recyclable Materials
All recyclable materials as defined herein shall be collected from each household by the selected Contractor on a weekly basis. A disposal sticker shall not be required to be attached to any and all recyclable materials prepared, and set out properly by the customers.

Recyclables must be properly prepared and sorted by each household to insure collection.

Recycling Bins
The City shall retain ownership of curbside recycling bins distributed to residents since 1989 up to the commencement of this agreement. As part of this agreement the Contractor shall provide one (1) bin per household at no charge. The Contractor shall be responsible for the distribution of additional curbside bins to newly constructed households located within the City's corporate boundary at no charge. The bin will have a detached lid. The bin will be mutually approved by the Contractor and the City for its size, usefulness, strength, color and markings before distribution to residents. The bin will remain the property of the Contractor and the Contractor will maintain and replace damaged bins free of charge throughout the term of this agreement. For any additional bins that are requested by residents for their use, the Contractor will charge an additional and reasonable fee, approved by the City. In the event that a bin is required for an existing residence due to a move-in occurrence, the Contractor will supply and charge an additional and reasonable fee for the bin.

Wheeled Refuse Toter Rental Service Option
The Contractor shall provide customers with an option to rent ninety-five (95), sixty-five (65) or thirty-five (35) gallon toters for refuse collection. Such rental shall be in addition to the sticker-based program. Any refuse contained within the toter(s) shall be collected for the base toter rental and service fee. No additional waste stickers are required to be placed on the toter(s). Refuse placed outside of the toter(s) shall require a separate waste sticker.

The Contractor shall be responsible for the purchase and distribution of all refuse toters, and any bookkeeping and billing procedures associated with the toter rental service. The contractor shall be responsible for directly billing customers for the toter rental service option.

Quoted rental fees, service charges and/or deposits associated with toter service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional refuse toters to newly constructed households located within the Batavia boundaries.

Wheeled Recycling Toter Rental Service Option

The Contractor shall provide customers with an option to rent ninety-five (95), sixty-five (65) or thirty-five (35) gallon toters for recycling collection. Such rental shall be in addition to the sticker based program. Any recycling materials contained within the toter(s) shall be collected for no additional charge. Refuse placed outside of the toter(s) shall also be collected for no additional charge.

The Contractor shall be responsible for the purchase and distribution of all recycling toters, and any bookkeeping and billing procedures associated with the toter rental service. The contractor shall be responsible for directly billing customers for the toter rental service option.

Quoted rental fees, service charges and/or deposits associated with toter service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional recycling toters to newly constructed households located within the Batavia boundaries.

Wheeled Yard Waste Toter Rental Service Option

The Contractor shall provide customers with an option to rent sixty-five (65) gallon toters for yard waste collection. Such rental shall be in addition to the sticker-based program. Any yard waste within the toter(s) shall be collected for the base toter rental and service fee. No additional yard waste stickers are required to be placed on the toter(s). Yard waste placed outside of the toter(s) shall require a separate yard waste sticker.

The Contractor shall be responsible for the purchase and distribution of all yard waste toters, and any bookkeeping and billing procedures associated with the toter rental service. The contractor

shall be responsible for directly billing customers for the toter rental service option.

Quoted rental fees, service charges and/or deposits associated with toter service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional yard waste toters to newly constructed households located within the Batavia boundaries.

Multi-Family w/Over Six (6) Units & Common Waste Containers
Multi-family complexes having more than six (6) dwelling units and common waste containers located within the City's corporate boundaries who are not covered by this Contract shall have the opportunity to receive the same terms and conditions as this Contract when their individual commercial contracts expire. The Contractor shall work with any complex that expresses interest in receiving these same terms and conditions. The Contractor shall notify the City when a contract executed with a multi-family complex located within the corporate boundaries.

(b) OPTION #2 –Volume Based (a.k.a. "Pay per Bag") with Recycling Toter

General
The method of collection services provided by the Contractor under OPTION #2 shall be volume- based, commonly known as "pay per bag." In addition, the Contractor shall be required to provide a sixty-five gallon (65) recycling toter for each "household" as defined herein.

For the purpose of this section the term "pay per bag" shall be understood to mean payment for services rendered using a sticker or bag system.

One pre-paid waste or yard waste collection sticker must be affixed to each proper "disposal unit" as defined herein **or** one "Half Refuse Bag" having a volume capacity not greater than twenty (20) gallons shall be utilized.

The charges for services rendered as described in this section shall not occur on a base rate charge, subscription level, variable rate or any other modified version of a volume based service.

Program Design
All "households" as defined herein, located within Batavia's boundaries shall be provided with weekly curbside collection and disposal of all "refuse" as defined herein, all household

"construction and demolition debris" as defined herein and all "large household items" as defined herein.

All "households" as defined herein, located within Batavia's boundaries, shall be provided with weekly curbside collection and proper disposal of all "yard waste" as defined herein. Weekly yard waste collection shall begin each year on April 1 and end on November 30 of that same year and shall require a disposal sticker. Starting December 1 and ending December 31, customers will be permitted to place only leaves in yard waste bags on their scheduled collection date and these bags will not require a disposal sticker. Christmas trees shall be collected for a period of two (2) weeks in January. This two (2) week time frame is to be mutually agreed upon between the Contractor and the City.

All "households" as defined herein, located within Batavia's boundaries shall receive weekly collection of all "recyclable materials" as defined herein.

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". Customers of each household will be required to attach one waste collection sticker to each disposal unit. The Contractor will be required to collect only properly prepared disposal units which have a waste or yard waste disposal sticker attached or which are fully contained within a Half Refuse Bag. Customers will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal with a waste or yard waste disposal sticker or a Half Refuse bag for each unit.

Each waste or yard waste disposal sticker shall entitle a household to the following pickup services:

(1) One (1) 32-gallon garbage bag or can; or
(2) One (1) 30-gallon biodegradable paper yard waste bag; or
(3) One (1) bulk item (sofa, mattress, etc.); or
(4) One (1) 50-pound tied bundle of household waste which does not fit within the three (3) previous categories.
(5) One (1) White Good (as described by state law and herein)

"Half Refuse Bags" shall have a volume capacity not greater than twenty (20) gallons.

Recyclable materials set out for collection will not require a disposal sticker attached and will be collected, processed and marketed by the Contractor. Customers may place unlimited amounts of acceptable recyclable materials at the curb for collection by the Contractor.

Payment for Services
The Contractor shall receive payment for all volume-based services described in this contract through the sale of waste and yard waste disposal stickers and Half Refuse Bags.

Disposal Sticker and Bag Distribution
The Contractor shall be responsible for the printing, distribution and sale of an ample supply of waste and yard waste disposal stickers and Half Refuse Bags. The Contractor shall arrange for at least six (6) local retail outlets to aid in the sale of the disposal stickers and bags. The City also agrees to act as a disposal sticker retailer for the Contractor. The City shall not incur any liability for retailers' payment or other obligations to the Contractor for the stickers or bags. The Contractor shall be solely responsible for collection of sticker and bag sale proceeds. Customers shall have the right to purchase stickers and/or bags in as small a quantity as one (1) sticker/bag at a time.

The Contractor may establish the manner in which retailers shall pay for disposal stickers or bags furnished; provided the Contractor shall not charge retailers or the City for storage, handling, delivery, or any other services associated with the distribution of stickers or bags. The Contractor shall have the right to cease supplying stickers or bags to any retailer that repeatedly allows its sticker/bag inventory to run out. Retailers will be required to pay the Contractor for any previous order to disposal stickers/bags before additional sticker/bag orders are filled except in the cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers or bags to any retailer that becomes more than thirty (30) days in arrears in making payments on its account with the Contractor. The contractor shall notify the City of the names of retailers to which the supply of stickers/bags has been suspended as soon as the suspension occurs.

Sticker and Bag Design & Accountability
The City reserves the right to approve the form, design and working of the disposal stickers and bags before their fabrication. Disposal stickers shall be produced on paper and have an elongated rectangular form with minimum dimension of 19 centimeters in length and 4 centimeters in width. The front of the disposal sticker shall be bright, neon colored background and bear the Contractor's name and phone number and Batavia's logo. In addition, the front of the sticker shall have the word "address" with a space for customers to write their address if they so desire, and shall also have the date this contract expires listed as an expiration date. The back of the sticker shall list instructions for proper use of the stickers as well as other information pertinent to the "pay-per-bag" program including observed holidays.

The Contractor is responsible for all accounting of stickers and bags. The City recommends the use of serial numbers to aid in

accounting and deter counterfeiting. The City shall not be held liable for any counterfeiting of stickers or bags that may occur.

Stickers shall have a good pressure sensitive adhesive which will adhere to disposal unit containers in all weather conditions.

Honoring All Stickers and Bags
The Contractor shall agree to honor all disposal stickers and/or bags purchased by customers throughout the term of this contract, regardless of the price at which the disposal stickers and/or bags were purchased.

The Contractor shall provide the same level of service for previously purchased disposal stickers or bags as provided for disposal stickers or bags sold at an adjusted sale price. For this reason stickers and bags shall be produced without a price on them.

Sticker and Bag Handling Fees and/or City Service Charges
The City reserves the right to allow retailers to charge a handling fee to prevent loss of revenue from credit card purchases. This mark-up will be limited to 2% above the Contractor's quoted sticker or bag price. Such a handling fee shall be added only at the retail level by the retailer and shall be retained by the retailer.

The City reserves the right to add a fixed administrative surcharge to all Contractor's quoted sticker or bag prices. Monies from this surcharge shall be used to defray the expenses incurred by the City for administering this contract. Should the City add an administrative surcharge to the disposal sticker or bag sale price, the Contractor shall submit a monthly accounting of total sticker/bag sales and remit a check to the City equal to the amount of the administrative surcharge multiplied by the monthly accounting of total sticker/bag sales. Such a report and remittance shall be due no later than fifteen (15) days after the close of the month. The City reserves the right to change the amount of the surcharge and shall notify the Contractor at least sixty (60) days prior to a scheduled waste sticker or bag price adjustment of a new administrative surcharge.

Methods of Preparation and Collection of Recyclable Materials
All recyclable materials as defined herein shall be collected from each household by the selected Contractor on a weekly basis. A waste disposal sticker shall not be required to be attached to any and all recyclable materials prepared, and set out properly by the customers.

Recyclables must be properly prepared and sorted by each household to insure collection.

Wheeled Recycling Toter
The Contractor shall provide customers with a sixty-five (65) gallon toter for the purpose of recycling. This toter shall be provided at no additional charge.

At the commencement of the contract (as defined herein) customers shall be given a one-time opportunity to select either a ninety-five (95) or a thirty-five (35) gallon toter in lieu of the standard sixty-five (65) gallon model. The Contractor shall be responsible for advertising this option and administering distribution of alternate toters.

All recyclables contained within or outside of the toter shall be collected for no additional charge.

The Contractor shall be responsible for the purchase and distribution of all recycling toters, and any bookkeeping procedures associated with the toter service.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional recycling toters to newly constructed households located within the Batavia boundaries.

Wheeled Refuse Toter Rental Service Option
The Contractor shall provide customers with an option to rent ninety-five (95), sixty-five (65) or thirty-five (35) gallon toters for refuse collection. Such rental shall be in addition to the sticker based program. Any refuse contained within the toter(s) shall be collected for the base toter rental and service fee. No additional waste stickers are required to be placed on the toter(s). Refuse placed outside of the toter(s) shall require a separate waste sticker.

The Contractor shall be responsible for the purchase and distribution of all refuse toters, and any bookkeeping and billing procedures associated with the toter rental service. The contractor shall be responsible for directly billing customers for the toter rental service option.

Quoted rental fees, service charges and/or deposits associated with toter service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional refuse toters to newly constructed households located within the Batavia boundaries.

Wheeled Yard Waste Toter Rental Service Option
The Contractor shall provide customers with an option to rent sixty-five (65) gallon toters for yard waste collection. Such rental shall be

in addition to the sticker-based program. Any yard waste within the toter(s) shall be collected for the base toter rental and service fee. No additional yard waste stickers are required to be placed on the toter(s). Yard waste placed outside of the toter(s) shall require a separate yard waste sticker.

The Contractor shall be responsible for the purchase and distribution of all yard waste toters, and any bookkeeping and billing procedures associated with the toter rental service. The contractor shall be responsible for directly billing customers for the toter rental service option.

Quoted rental fees, service charges and/or deposits associated with toter service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional yard waste toters to newly constructed households located within the Batavia boundaries.

Multi-Family w/Over Six (6) Units & Common Waste Containers
Multi-family complexes having more than six (6) dwelling units and common waste containers located within the City's corporate boundaries who are not covered by this Contract shall have the opportunity to receive the same terms and conditions as this Contract when their individual commercial contracts expire. The Contractor shall work with any complex that expresses interest in receiving these same terms and conditions. The Contractor shall notify the City when a contract executed with a multi-family complex located within the corporate boundaries.

(c) OPTION #3 – Refuse and Recycling Toter

General
The method of collection services provided by the Contractor under OPTION #3 shall be via what is commonly known as a toter program with a fixed monthly fee for providing collection of both refuse and recycling toters.

In addition, the Contractor shall collect yard waste on a "pay per bag" basis. For the purpose of this section the term "pay per bag" shall be understood to mean payment for services rendered using a yard waste sticker. One pre-paid yard waste collection sticker must be affixed to each proper "disposal unit" as defined herein.

Program Design
All "households" as defined herein, located within Batavia's boundaries shall be provided with weekly curbside collection and disposal of all "refuse" as defined herein, all household

"construction and demolition debris" as defined herein and all "large household items" as defined herein.

All "households" as defined herein, located within Batavia's boundaries, shall be provided with weekly curbside collection and proper disposal of all "yard waste" as defined herein. Weekly yard waste collection shall begin each year on April 1 and end on November 30 of that same year and shall require a disposal sticker. Starting December 1 and ending December 31, customers will be permitted to place only leaves in yard waste bags on their scheduled collection date and these bags will not require a disposal sticker. Christmas trees shall be collected for a period of two (2) weeks in January. This two (2) week time frame is to be mutually agreed upon between the Contractor and the City.

All "households" as defined herein, located within Batavia's boundaries shall receive weekly collection of all "recyclable materials" as defined herein.

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". Customers will be allowed to place unlimited amounts of refuse and recycling disposal units at the curb for collection and disposal. Customers of each household will be required to attach one yard waste collection sticker to each yard waste disposal unit. The Contractor will be required to collect only properly prepared disposal units which have a yard waste disposal sticker attached. Each yard waste disposal sticker shall entitle a household to the pickup of One (1) 30-gallon biodegradable paper yard waste bag.

Recyclable materials shall be collected, processed and marketed by the Contractor. Customers may place unlimited amounts of acceptable recyclable materials at the curb for collection by the Contractor.

Additionally, at the request of a household, the Contractor shall collect "White Goods" (as described by state law and herein) at a cost per item as specified in the proposal. The Contractor shall be solely responsible for invoicing and collecting any fees associated with the collection of white goods.

Payment for Services

The Contractor shall be responsible for any bookkeeping and billing procedures associated with the toter and yard waste sticker program. The contractor shall be responsible for directly billing customers.

Wheeled Refuse Toter
The Contractor shall provide customers with a sixty-five (65) gallon toter for the purpose of refuse. This toter shall be provided at no additional charge.

At the commencement of the contract (as defined herein) customers shall be given a one-time opportunity to select either a ninety-five (95) or a thirty-five (35) gallon toter in lieu of the standard sixty-five (65) gallon model. The Contractor shall be responsible for advertising this option and administering distribution of alternate toters.

The Contractor shall be responsible for the purchase and distribution of all refuse toters.

All refuse contained within or outside of the toter shall be collected for no additional charge.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional refuse toters to newly constructed households located within the Batavia boundaries.

Wheeled Recycling Toter
The Contractor shall provide customers with a sixty-five (65) gallon toter for the purpose of recycling. This toter shall be provided at no additional charge.

At the commencement of the contract (as defined herein) customers shall be given a one-time opportunity to select either a ninety-five (95) or a thirty-five (35) gallon toter in lieu of the standard sixty-five (65) gallon model. The Contractor shall be responsible for advertising this option and administering distribution of alternate toters.

All recyclables contained within or outside of the toter shall be collected for no additional charge.

The Contractor shall be responsible for the purchase and distribution of all recycling toters.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional recycling toters to newly constructed households located within the Batavia boundaries.

Yard Waste Sticker and Bag Distribution
The Contractor shall be responsible for the printing, distribution and sale of an ample supply of yard waste disposal stickers. The Contractor shall arrange for at least six (6) local retail outlets to aid in the sale of the yard waste disposal stickers. The City also

agrees to act as a yard waste disposal sticker retailer for the Contractor. The City shall not incur any liability for retailers' payment or other obligations to the Contractor for the yard waste stickers. The Contractor shall be solely responsible for collection of yard waste sticker sale proceeds. Customers shall have the right to purchase yard waste stickers in as small a quantity as one (1) sticker at a time.

The Contractor may establish the manner in which retailers shall pay for yard waste disposal stickers furnished; provided the Contractor shall not charge retailers or the City for storage, handling, delivery, or any other services associated with the distribution of yard waste stickers. The Contractor shall have the right to cease supplying yard waste stickers to any retailer that repeatedly allows its sticker inventory to run out. Retailers will be required to pay the Contractor for any previous order to yard waste stickers before additional sticker orders are filled except in the cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying yard waste stickers to any retailer that becomes more than thirty (30) days in arrears in making payments on its account with the Contractor. The contractor shall notify the City of the names of retailers to which the supply of yard waste stickers has been suspended as soon as the suspension occurs.

Yard Waste Sticker and Bag Design & Accountability

The City reserves the right to approve the form, design and working of the yard waste stickers before their fabrication. Yard waste stickers shall be produced on paper and have an elongated rectangular form with minimum dimension of 19 centimeters in length and 4 centimeters in width. The front of the yard waste sticker shall be bright, neon colored background and bear the Contractor's name and phone number and Batavia's logo. In addition, the front of the sticker shall have the word "address" with a space for customers to write their address if they so desire, and shall also have the date this contract expires listed as an expiration date. The back of the sticker shall list instructions for proper use of the stickers as well as other information pertinent to the yard waste "pay-per-bag" program including observed holidays.

The Contractor is responsible for all accounting of yard waste stickers. The City recommends the use of serial numbers to aid in accounting and deter counterfeiting. The City shall not be held liable for any counterfeiting of yard waste stickers that may occur.

Yard waste stickers shall have a good pressure sensitive adhesive which will adhere to disposal unit containers in all weather conditions.

Honoring All Yard Waste Stickers and Bags
The Contractor shall agree to honor all yard waste disposal stickers purchased by customers throughout the term of this contract, regardless of the price at which the yard waste disposal stickers were purchased.

The Contractor shall provide the same level of service for previously purchased yard waste disposal stickers as provided for yard waste disposal stickers sold at an adjusted sale price. For this reason yard waste stickers shall be produced without a price on them.

Yard Waste Sticker and Bag Handling and/or City Service Fees
The City reserves the right to allow retailers to charge a handling fee to prevent loss of revenue from credit card purchases. This mark-up will be limited to 2% above the Contractor's quoted yard waste sticker. Such a handling fee shall be added only at the retail level by the retailer and shall be retained by the retailer.

The City reserves the right to add a fixed administrative surcharge to all Contractor's quoted yard waste sticker. Monies from this surcharge shall be used to defray the expenses incurred by the City for administering this contract. Should the City add an administrative surcharge to the yard waste disposal sticker sale price, the Contractor shall submit a monthly accounting of total sticker sales and remit a check to the City equal to the amount of the administrative surcharge multiplied by the monthly accounting of total sticker sales. Such a report and remittance shall be due no later than fifteen (15) days after the close of the month. The City reserves the right to change the amount of the surcharge and shall notify the Contractor at least sixty (60) days prior to a scheduled yard waste sticker price adjustment of a new administrative surcharge.

Wheeled Yard Waste Toter Rental Service Option
The Contractor shall provide customers with an option to rent sixty-five (65) gallon toters for yard waste collection. Such rental shall be in addition to the sticker-based program. Any yard waste within the toter(s) shall be collected for the base toter rental and service fee. No additional yard waste stickers are required to be placed on the toter(s). Yard waste placed outside of the toter(s) shall require a separate yard waste sticker.

The Contractor shall be responsible for the purchase and distribution of all yard waste toters, and any bookkeeping and billing procedures associated with the toter rental service. The contractor shall be responsible for directly billing customers for the toter rental service option.

Quoted rental fees, service charges and/or deposits associated with toter service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional yard waste toters to newly constructed households located within the Batavia boundaries.

Multi-Family w/Over Six (6) Units & Common Waste Containers
Multi-family complexes having more than six (6) dwelling units and common waste containers located within the City's corporate boundaries who are not covered by this Contract shall have the opportunity to receive the same terms and conditions as this Contract when their individual commercial contracts expire. The Contractor shall work with any complex that expresses interest in receiving these same terms and conditions. The Contractor shall notify the City when a contract executed with a multi-family complex located within the corporate boundaries.

36. DAY(S) OF COLLECTION

Under all options, the contractor shall provide collection as follows:

The City of Batavia currently consists of three (3) geographic sectors for collection. Monday, west of Randall Road. Thursday, east of the Fox River. Friday, east of Randall Road and west of the Fox River. Each sector shall receive all collection services (as defined herein) on the same day.

Contractor may request the City to rearrange collection sectors in order to more evenly distribute the number of household served on a given day.
All services shall continue to be offered at least once per week. Monday through Friday, to any household within Batavia's boundaries.

Rearrangement of collection sector must be agreed in writing. It shall be the Contractor's responsibility to design, print and distribute a written letter to each household affected by any rearrangement of collection explaining the reason for the change and the date in which the change in service will take place. The letter shall be distributed by the Contractor at least two (2) weeks prior to the date of service change. The letter and its distribution method are subject to the City's approval.

The Contractor shall notify the City in writing at least 60 days prior to the anticipated date of any subsequent collection schedule changes and shall include a detailed explanation of why the arrangement is necessary and in what specific areas rearrangement of collection days is desired.

If arrangement of the existing service sector takes place, the Contractor's responsibilities as to notification to affected households remains the same

as described above. The said letter and its distribution method are to remain subject to the City's approval.

37. COLLECTION FROM CITY FACILITIES

The Contractor shall provide, at no additional cost to the City, refuse, yard waste, universal waste and recyclable materials collection to all City owned facilities, including the furnishing of all needed containers.

The City currently requires the following containers and frequency of collection for refuse:

(a) City Hall - one (1), six (6) yard container collected twice per week for refuse, one (1), two (2) yard container collected once per week for mixed paper and three (3), 65-gallon recycle carts to be collected as needed.

(b) Fire Station (East) – one (1), two (2) yard container for refuse, one (1), two (2) yard container for mixed paper. Both containers collected once per week.

(c) Fire Station (West) – one (1), two (2) yard container for refuse, one (1), two (2) yard containers for mixed paper. Both containers collected once per week.

(d) Public Works - one (1), twenty (20) yard containers collected once per two weeks for refuse, one (1), four (6) yard containers collected once per week for mixed paper, two (2) 95-gallon recycle carts collected once per week.

(e) Wastewater Treatment - one (1), six (6) yard container collected twice per week for refuse, two (2), two (2) yard containers collected twice per week for screened grit (refuse), and one (1), 65-gallon recycle cart collected once per week.

(f) Batavia Food Pantry – one (1), four (4) yard container collected twice per week for refuse, and one (1), four (4) yard container collected twice per week for mix paper, and one (1), 65-gallon recycle cart collected once per week.

(g) Downtown Business District – various curbside locations, refuse and recycling containers, collected twice per week.

The City reserves the right to increase, or decrease, the size of said containers and frequency of their collection at no additional charge.

38. COLLECTION FROM FESTIVALS / SPECIAL EVENTS

The Contractor shall also provide, at no additional cost to the City, refuse and recycling containers and dumpsters for all designated City festivals and/or special events on an on-call basis.

The number of containers must be approved by the City and the dumpsters picked up the day following the last scheduled day of the event.

The list of City Events are as follows:

(a) Batavia Triathlon – ten (10) refuse carts and ten (10) recycle carts
(b) July 4th Fireworks – one (1), thirty (30) yard container for refuse and one (1), thirty (30) yard container for recycling
(c) Windmill City Fest - one (1), thirty (30) yard container for refuse and one (1), thirty (30) yard container for recycling
(d) Fox River Cleanup - one (1), thirty (30) yard container for refuse and six (6), 65-gallon carts for recycling
(e) Art in Your Eye - one (1), twenty (20) yard container for refuse and one (1), twenty (20) yard container for recycling and twelve (12) recycle carts

The City reserves the right to increase, or decrease, the size and quantity of said containers.

39. NOTIFICATIONS

Official notifications, whenever required for any purpose under contract, shall be made in writing and addressed to the City as follows:

City of Batavia
City Administrator
100 N. Island Avenue
Batavia, Illinois 60510

Cc: City of Batavia
Director of Public Works
200 N. Raddant Rd.
Batavia IL 60510

If to the Contractor:

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All Notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage or certification or registry fees fully pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

ALTERNATE PROPOSAL
Contractor to Specify Collection Days:

Monday, Tuesday, Wednesday

OPTION #2 –Volume Based
(a.k.a. "Pay per Bag") with Recycling Toter

	Year 1	Year 2	Year 3	Year 4	Year 5
Waste Collection Sticker	$ 2.85	$ 2.98	$ 3.11	$ 3.25	$ 3.40
Yard Waste Collection Sticker	$ 2.85	$ 2.98	$ 3.11	$ 3.25	$ 3.40
Half Refuse Bag (20 gal.)	$ 1.85	$ 1.93	$ 2.02	$ 2.11	$ 2.21
Standard 65-Gallon Recycling Toter	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
35-Gallon Refuse Toter Monthly Rental	$ 19.00	$ 19.86	$ 20.75	$ 21.68	$ 22.66
65-Gallon Refuse Toter Monthly Rental	$ 20.00	$ 20.90	$ 21.84	$ 22.82	$ 23.85
95-Gallon Refuse Toter Monthly Rental	$ 21.00	$ 21.95	$ 22.93	$ 23.96	$ 25.04
35-Gallon Recycling Toter Monthly Rental (Optional Additonal Toter)	$ 1.20	$ 1.20	$ 1.20	$ 1.20	$ 1.20
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	$ 1.20	$ 1.20	$ 1.20	$ 1.20	$ 1.20
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	$ 1.20	$ 1.20	$ 1.20	$ 1.20	$ 1.20
65-Gallon Yard Waste Toter Monthly Rental	$ 25.00	$ 26.13	$ 27.30	$ 28.53	$ 29.81

40. PROPOSAL

The Contractor agrees to provide weekly refuse, yard waste and recycling collection services as specified in this contract in accordance with the following proposal:

OPTION #1 - Volume Based
(a.k.a. "Pay per Bag")

	Year 1	Year 2	Year 3	Year 4	Year 5
Waste Collection Sticker	$	$	$	$	$
Yard Waste Collection Sticker	$	$	$	$	$
Half Refuse Bag (20 gal.)	$	$	$	$	$
Standard Recycling Bin	$0.00	$0.00	$0.00	$0.00	$0.00
Optional Additional Recycling Bin	$	$	$	$	$
35-Gallon Refuse Toter Monthly Rental	$	$	$	$	$
65-Gallon Refuse Toter Monthly Rental	$	$	$	$	$
95-Gallon Refuse Toter Monthly Rental	$	$	$	$	$
35-Gallon Recycling Toter Monthly Rental	$	$	$	$	$
65-Gallon Recycling Toter Monthly Rental	$	$	$	$	$
95-Gallon Recycling Toter Monthly Rental	$	$	$	$	$
65-Gallon Yard Waste Toter Monthly Rental	$	$	$	$	$

OPTION #2 –Volume Based
(a.k.a. "Pay per Bag") with Recycling Toter

	Year 1	Year 2	Year 3	Year 4	Year 5
Waste Collection Sticker	$	$	$	$	$
Yard Waste Collection Sticker	$	$	$	$	$
Half Refuse Bag (20 gal.)	$	$	$	$	$
Standard 65-Gallon Recycling Toter	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
35-Gallon Refuse Toter Monthly Rental	$	$	$	$	$
65-Gallon Refuse Toter Monthly Rental	$	$	$	$	$
95-Gallon Refuse Toter Monthly Rental	$	$	$	$	$
35-Gallon Recycling Toter Monthly Rental (Optional Additonal Toter)	$	$	$	$	$
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	$	$	$	$	$
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	$	$	$	$	$
65-Gallon Yard Waste Toter Monthly Rental	$	$	$	$	$

OPTION #3
Refuse and Recycling Toter

	Year 1	Year 2	Year 3	Year 4	Year 5
Fixed Monthly Fee for Refuse & Recycling Toters	$	$	$	$	$
Yard Waste Collection Sticker	$	$	$	$	$
35-Gallon Refuse Toter Monthly Rental (Optional Additional Toter)	$	$	$	$	$
65-Gallon Refuse Toter Monthly Rental (Optional Additional Toter)	$	$	$	$	$
95-Gallon Refuse Toter Monthly Rental (Optional Additional Toter)	$	$	$	$	$
35-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	$	$	$	$	$
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	$	$	$	$	$
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	$	$	$	$	$
65-Gallon Yard Waste Toter Monthly Rental	$	$	$	$	$
White Goods (Per Item)	$	$	$	$	$

Name of Company: _____

Address: _____

City, State, Zip: _____

Signed: _____

Date: _____

41. CONTRACT

Regulatory Requirements
Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Laws, the Social Security Act of the Federal Government and any of its tittles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the bidder, if required by the owner.

Events of Default
The following shall constitute events of default ("EVENTS OF DEFAULT") hereunder:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance of this Agreement, made by the CONTRACTOR to the CITY.

(b) The CONTRACTOR'S material failure to perform any of its obligations under this Agreement, including, but not limited to, the following:

(1) Failure to perform the SERVICES or any portion thereof with sufficient personnel and equipment or with sufficient material to ensure the performance of the SERVICES.

(2) Failure to perform the SERVICES in accordance with the specifications applicable thereto;

(3) Failure to comply with a material term of this Agreement; or

(4) Any other acts specifically and expressly stated in this Agreement as constituting an EVENT OF DEFAULT

Declaration of Default
The CITY shall notify the CONTRACTOR of any circumstances that the CITY believes to be an EVENT OF DEFAULT and shall allow the CONTRACTOR a reasonable amount of time to proceed to cure such EVENT OF DEFAULT (which period of time shall be no more than thirty (30) calendar days). If the CONTRACTOR has failed to proceed to cure the EVENT OF DEFAULT within such cure period, the CITY may declare the CONTRACTOR to be in default; provided, however, if such EVENT

OF DEFAULT cannot reasonably be cured within the cure period, the CITY may not declare a default hereunder so long as the CONTRACTOR diligently pursues action to cure such EVENT OF DEFAULT, unless in the reasonable judgment of the CITY the CONTRACTOR appears unable to cure such default.

Written notification of any decision of the CITY to declare the CONTRACTOR in default shall be provided to the CONTRACTOR, and such decision shall be final and effective upon the CONTRACTOR'S receipt of such notice. The CITY has the sole discretion to declare the CONTRACTOR'S in default.

Remedies for Default

Upon giving notice of a declaration of default due to the occurrence of an EVENT OF DEFAULT, the CITY may invoke any or all of the following remedies:

(a) the right to take over and complete the SERVICES, either directly or through others;

(b) the right to terminate this Agreement effective at a time specified by the CITY;

(c) the right to seek specified performance, an injunction or any other appropriate remedy;

(d) the right to recover money damages;

(e) the right to withhold all or any part of the CONTRACTOR'S compensation hereunder; and/or

(f) the right to require the CONTRACTOR to discontinue any SERVICES and deliver all materials accumulated in the performance of the SERVICES, whether completed or in process, to the CITY.

Remedies Nonexclusive

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any EVENT OF DEFAULT shall impair any such right or power nor shall it be construed as a waiver of any EVENT OF DEFAULT shall impair any such right or power nor shall it be construed as a waiver of any EVENT OF DEFAULT or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Contractor's Drug-Free Workplace Certification

Pursuant to Chapter 30, Section 580/1 of the Illinois compiled Statutes (30 ILCS 580/1) "Drug Free Workplace Act", the Contractor must certify to the contracting agency that it will provide a drug free workplace that will be included in the bid packet.

Sexual Harassment Policy Certification
Contractor, pursuant to Illinois compiled statutes 7751lcs 5/2-105 (A)(4) must be in full compliance and have a written sexual harassment policy in place and provide a copy of such written policy to the Illinois Department of Human Rights upon request.

Illinois Prevailing Wages: (If applicable)
Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website http://www.state.il.us/agency/idol/. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

The Contractor and each of his Sub-Contractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

THIS AGREEMENT, made and concluded this 15th day of April, 2013 between the City of Batavia, acting by and through its Mayor and Council, known as the party of the first part, and Advanced Disposal his/their executors, administrators, successors or assigns, known as the party of the second part.

WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the city under it.

And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, proposal and contract bond hereto attached are all essential documents of this contract and are a part hereof.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this instrument to be executed as of the date hereinabove first written.

CONTRACTOR
County, Illinois

By: _____
President

(SEAL)

CITY OF BATAVIA, Kane

By: _____
Mayor

(SEAL)

ATTEST: _____
~~Secretary~~
Municipal Market Manager

By: _____
City Clerk