

**VILLAGE OF LAKE BLUFF
VILLAGE BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING**

Monday, November 28, 2016
6:30 P.M.

Village Hall Board Room
40 East Center Avenue

A G E N D A

I. Call To Order

II. Roll Call

III. Non-Agenda Items and Visitors (Public Comment)

The Committee-of-the-Whole allocates fifteen (15) minutes during this item for those individuals who would like the opportunity to address the Committee-of-the-Whole on any matter not listed on the agenda. Each person addressing the Committee-of-the-Whole is asked to limit their comments to a maximum of three (3) minutes.

IV. General Business

The Committee-of-the-Whole will entertain requests from anyone present to modify the order of business to be conducted.

- i. Consideration of the Minutes from the August 8, 2016 Committee-of-the-Whole Meeting
- ii. A Discussion Regarding the Request for Proposals for the Village's Residential Recyclable, Solid, and Landscape Waste Collection Services

V. Adjournment

*R. Drew Irvin
Village Administrator*

The Village of Lake Bluff is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, are requested to contact R. Drew Irvin at 234-0774 or TDD number 234-2153 promptly to allow the Village of Lake Bluff to make reasonable accommodations.

**VILLAGE OF LAKE BLUFF
COMMITTEE-OF-THE-WHOLE MEETING
AUGUST 8, 2016**

DRAFT MINUTES OF MEETING

The Village of Lake Bluff Board of Trustees met as a Committee-of-the-Whole (COW) in the Village Hall Board Room (40 East Center Avenue) on Monday, August 8, 2016. Village President O’Hara called the meeting to order at 6:00 p.m. and Village Clerk Aaron Towle called the roll and announced the following were present:

Village President: Kathleen O’Hara

Trustees: Steve Christensen
Mark Dewart
Eric Grenier
John Josephitis
William Meyer

Absent: Barbara Ankenman, Village Trustee

Also Present: Aaron Towle, Village Clerk
Peter Friedman, Village Attorney
Drew Irvin, Village Administrator
Susan Griffin, Finance Director
Michael Croak, Building Codes Supervisor
Jeff Hansen, Village Engineer
Brandon Stanick, Assistant to the Village Administrator (A to VA)

Non-Agenda Items and Visitors

President O’Hara stated the COW allocates 15 minutes for those individuals who would like the opportunity to address the COW on any matter not listed on the agenda.

There were no requests to address the COW.

Consideration of the Minutes from the July 11, 2016 Committee-of-the-Whole Meeting

Trustee Christensen moved to approve the July 11, 2016 COW Meeting Minutes as presented. Trustee Meyer seconded the motion. The motion passed on a unanimous voice vote.

A Discussion Regarding Household Waste Collection Request for Proposal (RFP)

Village Administrator Drew Irvin reported in February 2010 the Village executed a contract with Groot Industries to provide once weekly, curb side collection of residential household refuse, recycling and landscape waste. The term of the contract expires at the end of January 2017. Village Administrator Irvin reviewed the draft RFP noting there were not many differences from the current contract with respect to service levels. The RFP options for refuse would be same as a la carte selection; the recycling option is asking collection of electronic waste at the curb and the landscape collection now includes food scrap collections as a “ride-along”. He stated the sticker option, pay as you throw system (PAYT), will be presented as an alternative. The plan is to have an evaluation committee which would consist of the Finance Committee Chair, an SEC Member and Staff to evaluate the proposals.

Trustee Meyer noted, that should a PAYT alternative be pursued, the Village might want to consider providing residents with a number of free stickers at the beginning of the contract. Village Administrator Irvin stated Staff is seeking a 5 year contract which will include the annual spring and fall pickups.

Trustee Josephitis asked if all recycling waste would be picked-up after the holidays. Village Administrator Irvin stated there are no limits on recycling per pickup under any of the services sought by the Village. The consensus of the COW was to proceed with the call for proposals as discussed.

A Discussion Regarding ComEd Smart Meter Program

President O’Hara stated the City of Lake Forest is asking the Village to consider adopting a resolution encouraging ComEd to allow residents an opportunity to permanently opt-out of the Smart Meter Program. She noted the probability that Village Customers may also seek the ability to opt-out on a long term basis from the Village’s future automated water meter reading (AMR) system.

Village Administrator Irvin stated ComEd’s Vice President filed a petition with the Illinois Commerce Commission to extend the smart meter opt-out procedures deadline.

Trustee Meyer expressed his preference to evaluate the cost to charge a fee for those desiring to opt-out of the AMR program. Finance Director Susan Griffin stated the fee would not be substantial. Staff is recommending increasing the \$7.50 processing fee to cover the cost or monthly billing.

A discussion ensued regarding an opt-out option and if it would be consistent with the Village’s goals of implementing an AMR program.

It was the consensus of the COW to offer residents an opt-out option for AMR meters. A discussion regarding the AMR system being pursued by the Village followed.

Due to some new information regarding the cost associated with the implementation of a AMR system, Village Administrator Irvin noted details regarding the planned AMR system installation will be considered at a future meeting.

Adjournment

As no further business came before the COW, Trustee Grenier moved to adjourn the meeting. Trustee Meyer seconded the motion. The motion passed on a unanimous voice vote and the meeting adjourned at 6:41p.m.

Respectfully Submitted,

R. Drew Irvin
Village Administrator

MEMORANDUM



Date: November 23, 2016

To: President O'Hara and Members of the Committee-of-the-Whole

From: Drew Irvin, Village Administrator

Subject: Recyclable, Solid, and Landscape Waste Collections Services

In mid-September the Village and Lake Bluff Park District solicited proposals from the waste hauling community for the collection of the recyclable, solid, and landscape waste collection services for all single-family and certain multi-family dwellings (see attached RFP) in the Village. With a deadline of October 19, five (5) proposals were submitted to the Village.

An Evaluation Committee ("Committee") consisting of Finance Committee Chairman Steve Christensen, SEC Co-Chair Brian Rener, Superintendent of Public Works Jake Terlap and me met on October 27, 2016; the Committee (i) reviewed all of the proposals and (ii) utilizing the criteria outlined in the RFP narrowed the number of proposals to two with which to conduct negotiations and discussions to identify the proposer and proposal that best meets the objectives of and are most advantageous to the Village. On November 10, 2016 the Committee met with two proposers to discuss their proposals, experience with Pay-As-You-Throw (Limited Waste Collection) Programs, and sustainable practices.

Village Staff and Trustee Christensen will be in attendance at the COW to respond to member questions and seek direction on certain service and business terms to finalize negotiations.

Attachment:

- Village of Lake Bluff HHW RFP

REQUEST FOR PROPOSALS

FOR

**RESIDENTIAL RECYCLABLE, SOLID, AND LANDSCAPE
WASTE COLLECTION SERVICES**

**VILLAGE OF LAKE BLUFF, ILLINOIS
&
LAKE BLUFF PARK DISTRICT**

September 16, 2016

PUBLIC NOTICE

Request for Proposals (RFP)

BY THE
VILLAGE OF LAKE BLUFF & LAKE BLUFF PARK DISTRICT
FOR
RECYCLABLE, SOLID, AND LANDSCAPE WASTE COLLECTION SERVICES

NOTICE IS HEREBY GIVEN that the Village of Lake Bluff and Lake Bluff Park District will accept sealed proposals for providing all labor, equipment, vehicles, materials and related services necessary for the collection of solid waste, recyclable materials and landscape waste at all single-family and multi-family dwellings and the collection of refuse and recyclable materials from designated municipal and Park District collection sites.

Proposals will be accepted until **October 19, 2016 at 11:00 a.m.**, at Village Hall, Village of Lake Bluff, 40 E. Center Avenue, Lake Bluff, IL 60044.

Copies of the RFP will be available for pick-up beginning **September 16, 2016**, at Village Hall, Village of Lake Bluff, 40 E. Center Avenue, Lake Bluff, IL 60044. Upon request, the RFP will be provided in electronic format.

A mandatory Pre-Proposal meeting will be held on **October 3, 2016 at 2 p.m.** at Village Hall, 40 E. Center Avenue, Lake Bluff, IL 60044.

Questions regarding the RFP must be submitted in writing and sent to Drew Irvin, Village Administrator, by **September 30, 2016 at 11 a.m.** at Village Hall, Village of Lake Bluff, 40 E. Center Avenue, Lake Bluff, IL 60044 or can be sent via email to dirvin@lakebluff.org

Proposals are to be sealed and marked "Residential Solid Waste Collection Services RFP" and delivered to:

Drew Irvin
Village Administrator
Village of Lake Bluff
40 E. Center Avenue
Lake Bluff, IL 60044

The Village and the Park District reserve the right to accept or reject any or all Proposals or any part thereof; waive any minor defects, irregularities or informalities; and to decide not to award any agreement; or award an agreement deemed to be in the best interests of the Village and the Park District, respectively.

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ARTICLE I
INTRODUCTION

The Village of Lake Bluff (the “Village”) and the Lake Bluff Park District (the “District”) hereby invite firms to submit proposals (“Proposals”) in accordance with the requirements of this Request for Proposals (“RFP”).

The Village and District are seeking proposals for (i) residential hauling services to be provided pursuant to the franchising authority granted to municipal governments under Illinois law; and (ii) hauling services from Village and District collection sites. Upon completion of the RFP process, it is the goal of the Village and District to select one hauler (the “Contractor” or “Proposer”) for the collection, transportation, and disposal of Municipal Waste, Recyclable Materials and Landscape Waste (Landscape Waste includes yard waste, food scraps, and other organic material) from all single-family residential family dwellings and designated municipal and District collection sites within the Village. Notwithstanding the foregoing, the Village and the District reserve the right to choose the Contractor and proposal that is in each of their best interests and each will enter into their own agreement with the Contractor(s) (the “Agreements”).

Presently, the Village has approximately 2,120 households (predominately detached single family homes) that are provided household solid waste, recycling collection, and landscape waste collection services year round by a private contractor. The table below provides tonnage data on the amount of refuse, recyclables and landscape waste collected in the Village the past three years (2013-2015) as reported by the Village’s current waste hauler (Groot Industries).

<u>Year</u>	<u>Refuse (tons)</u>	<u>Recyclables (tons)</u>	<u>Landscape waste (tons)</u>
2013	1,664	1,085	916
2014	1,667	1,039	468
2015	1,667	991	371

The anticipated start dates of the Agreements are February 1, 2017 (“Anticipated Start Date”). The Agreements will have a term of five years and the Village and District shall each have the option to extend to the term of their respective Agreements for an additional two years. Other than the designated municipal and District collection sites, no collection services for commercial properties are covered by this RFP. The purpose of this RFP is to receive proposals from qualified entities to provide solid waste collection services that meet the intent and objectives of the Village and District as further stated herein.

Proposals shall be submitted no later than **October 19, 2016 at 11 a.m.** The Village and the District intend to complete the evaluation and selection process by **December 1, 2016.** The evaluation and selection process is described in more detail in later sections of this RFP.

The Village and the District is requesting proposals under which the Contractor will commence performing services by the Anticipated Start Date for the Village and District. See Article VI of this RFP for details on whom to contact for inquiries and submission of Proposals.

The Village desires to obtain a Village Rate Proposal for each service outlined in **Appendix A.** **Appendix A** contains the Village’s unique services outlined and explained in the form of a draft agreement. It is the Proposer’s responsibility to understand the different service levels required by the Village. The Village Rate Proposal can be found in **Appendix B.** The Village desires to obtain monthly

fees for its residents (for a given level of service) with no fuel surcharges, administrative fees or other costs included in the monthly fee.

The District desires to obtain a District Rate Proposal for the service outlined in **Appendix G**. **Appendix F** contains the District's unique services outlined and explained in the form of a draft agreement. It is the Proposer's responsibility to understand the different service level required by the District. The District Rate Proposal can be found in **Appendix G**. The fees for the District should have no fuel surcharges, administrative fees or other costs included in the fees.

The Village and District seek a Contractor that can provide all the services in **Appendix A** and **Appendix G** and the other services described in this RFP at a reasonable cost; in a clean, courteous and well-executed manner; with uninterrupted and continuous service; and efficiently executed. Proposers should consult the attached draft Agreements prior to submitting their Proposal. If the Proposer requires revision to the draft Agreements, written revisions must be included with the Proposal submission. The draft Agreements are not in final form, and the final Agreement will be negotiated with the selected Proposer.

The Village and District will evaluate Proposals in accordance with the evaluation criteria set forth in Article IV (the "Evaluation Criteria") and the submittal requirements set forth in Article V (the "Submittal Requirements") of this RFP.

At the conclusion of this evaluation process and following negotiations with one or more of the Proposers, the Village and the District anticipate that they will each select one Proposer to provide the services. All Proposals submitted shall remain in full force and effect during the Village's and District's evaluation and selection process.

ARTICLE II **DESCRIPTION OF SERVICES**

Section 2.1 Defined Terms and Interpretation.

Please see **Appendix A** for definitions of capitalized terms that apply to the Village. Please see **Appendix F** for definitions of capitalized terms that apply to the District.

Section 2.2 Scope of Services

The Village and District are seeking proposals for provision of the services set forth in **Appendix A** and **Appendix F** (collectively, the "**Services**"), which Services include, without limitation: (i) collection and disposal of Solid Waste; (ii) collection and disposal of Recyclable Materials; (iii) collection of Landscape Waste (which includes food scraps and other organic materials) and delivery to the Village's Landscape Materials disposal contractor; (iv) semi-annual (spring and fall) collection and disposal of large, bulky Solid Waste items not usually picked up during regular collection ("Semi-Annual Clean-Up"); (v) special event collection and disposal; (vi) Solid Waste and Recyclable Material collection and disposal at public facilities; and (vii) Christmas tree collection. The Semi-Annual Clean-Up, special event collection and disposal, collection and disposal of Solid Waste and Recyclable Materials at public facilities, and Christmas tree collection are to be provided for no extra charge.

The Solid Waste, Recyclable Material, and Landscape Material collections shall occur on the same schedule currently used by the Village, which is outlined in the Agreement.

Section 2.3

Disposal and Equipment for the Village

2.3.1 Disposal

- a) Solid Waste.
 - i) Solid Waste shall be removed from the Village at the close of each day of collection, and shall be disposed of at one or more SWALCO-designated lawfully operated pollution control facilities at the Contractor's sole cost and expense. The SWALCO-designated facilities in operation as of the date of release to this RFP are the Countryside Landfill in Grayslake, the Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County, Illinois, the Lee County Landfill in Lee County, Illinois, and the Newton County Landfill in Newton County, Indiana.
 - ii) Notwithstanding the foregoing, the Village reserves the right to direct the location of disposal to another pollution control facility.
- b) Landscape Waste.
 - i) All Landscape Waste shall be disposed of in a lawful manner, at DK Organics located on Illinois State Route 41.
 - ii) Not less than 60 days prior to the date on which the Contractor commences disposal of Landscape Waste at a particular location, the Contractor shall notify the Village in writing of the designation of such location. Notwithstanding the foregoing, the Village reserves the right to reject any proposed location, or to direct the location of disposal to an alternate Landscape Waste facility.
 - iii) No Landscape Waste may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*) and approved in advance and in writing by the Village. The Village reserves the right to designate one or more licensed composting facilities to purchase or accept Landscape Waste if doing so will provide a financial benefit to the Village.
- c) Recyclable Materials.
 - i) All Recyclable Materials shall be collected, separated and otherwise treated in a lawful manner so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.
 - ii) The Contractor shall deliver all collected Recyclable Materials to the SWALCO-designated recycling facility (the "Designated Facility"), which is currently the Waste Management/Recycle America LLC Intermediate Processing Facility

located in Grayslake, Illinois. Notwithstanding the foregoing, the Village reserves the right to designate an alternate Designated Facility.

- iii) No Recyclable Materials may be deposited in a landfill or waste incinerator. The Contractor shall abide by the Rules and Regulations set forth by the Designated Facility. The Village may terminate its Agreement if the Contractor fails to abide by the Rules and Regulations set forth by the Designated Facility used for the processing of collected Recyclable Materials.
- d) In the event that the Village directs the disposal of any Solid, Landscape Waste or Recyclable Materials to any alternate facility, the Village and the Contractor will negotiate an equitable adjustment to the Contractor's compensation under the Agreement as a result of an increase or decrease in realized costs.

2.3.2 Equipment

The Contractor will collect Solid and Recyclable Materials in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the Contractor will use care to see that no litter or scattering of waste material occurs by providing a suitable covering. The Village may give special consideration to proposals that include equipment with sustainable features, including equipment that operates on compressed natural gas.

Section 2.4 Disposal for the District

Solid waste and Recyclable Materials shall be removed from the District's property in accordance with the District's Agreement attached as **Appendix F** and **Appendix G**.

ARTICLE III **INSTRUCTION TO PROPOSERS**

Section 3.1 Introduction.

The Village and District desire to select the successful Proposer who, in the Village's and District's respective opinions, will best be able to provide the Services described in Article II of this RFP.

The Village and District will evaluate each Proposal using the Evaluation Criteria and will make their final decisions on the basis of which Proposer or Proposers, on balance, fulfills the Evaluation Criteria in a way that is in the best interest of the Village and the District, respectfully.

Section 3.2 Interpretation of Documents Included in Bid Package

3.2.1 Defined Terms. All terms capitalized in this RFP and in the other documents included with this RFP are defined in the documents included in this RFP and shall have such defined meanings wherever used.

3.2.2 Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in each Agreement are nevertheless necessary to the proper provision, performance, and completion of the whole of the Services in accordance with the intent of the Agreement, each prospective Proposer shall understand such personnel, equipment, materials, or

supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Proposal as fully as if it were particularly described.

3.2.3 Information Provided by Owners. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with this RFP, or such information is otherwise made available to any prospective Proposer by the Village or the District, such information is distributed or made available solely for the convenience of such prospective Proposer and is not part of this RFP. The Village and the District assume no responsibility whatsoever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Village or District, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

Section 3.3 Pre-Proposal Conference.

The Village and District will conduct a mandatory pre-proposal conference on **October 3, 2016 at 2 p.m.** at Village Hall, Village of Lake Bluff, 40 E. Center Avenue, Lake Bluff, IL 60044, to explain all of the documents included with this RFP and to answer questions submitted by prospective Proposers. Nothing stated at the pre-proposal conference shall be deemed as a change to this RFP or any document included herewith, unless an Addendum is issued therefore pursuant to Section 3.4 of this RFP. Proposers are encouraged to submit any questions for the District or Village in writing to the Village sufficiently in advance of the scheduled pre-proposal conference to ensure that all questions can be responded to at the pre-proposal conference. **Attendance at the pre-proposal conference is mandatory.**

Section 3.4 Addenda and Interpretation.

3.4.1 Addenda. No interpretation of the RFP or Agreement will be made except by a written Addendum duly issued by the Village. No interpretation not contained in an Addendum shall be valid or have any force or effect whatever. All Addenda issued prior to the opening of Proposals shall become a part of, and shall be added to, each submitted Proposal.

3.4.2 Informal Responses. The Village and District will not give oral answers to any inquiries regarding the meaning of the RFP or Agreement, or oral instructions, prior to the award of the Agreement. Any such oral answer or instruction shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of prospective Proposers, shall not be guaranteed, and shall not be relied upon by any prospective Proposer. By submitting a Proposal, each Proposer shall be deemed to have agreed that such information has not been used as a basis of its Proposal and that the giving of any such information does not entitle such Proposer to assert any claim or demand against the Village or District, or their respective officers, employees, agents, or attorneys on account thereof.

3.4.3 Inquiries. Each prospective Proposer shall be responsible for inquiring from time to time as to the availability of Addenda. The Village shall use reasonable efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. The failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under its Proposal as submitted. If any prospective Proposer is in doubt as to the true meaning of any part of this RFP, such prospective Proposer shall submit a written request for an interpretation thereof, to the person identified in Article VI of this RFP, by

October 3, 2016 at 2 p.m. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

Section 3.5 Submittal of Proposals.

Copies of each Proposal, properly signed, together *with all other required documents*, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in this RFP. All Proposals received after the time for the opening of bids specified in this RFP will be returned unopened.

Each sealed envelope or package containing a Proposal shall be identified as such and shall be visibly marked with the title of this RFP and Proposer's full legal name. All Addenda will be considered part of each Proposal whether attached or not.

In submitting a Proposal, each Proposer states and agrees that the Proposal is submitted in strict accordance and compliance with the requirements, scope, and intent set forth in this RFP.

Where Proposals are signed by an agent of the Proposer, evidence of his or her authority to act as such agent shall accompany the Proposal.

Section 3.6 Modification and Withdrawal Prior to Opening.

Written modifications or requests for withdrawal of Proposals must be in writing and sent by mail, facsimile or email, directed to the person identified in Article VI of this RFP. However, any such requests must be received prior to the time fixed for the Proposal opening; and provided that written confirmation of any facsimile or email withdrawal over the signature of an authorized representative of the Proposer is placed in the mail and postmarked prior to the time set for Proposal opening. All modifications, corrections or requests for withdrawal must be clearly identified as such. No verbal requests will be accepted. The withdrawal of a Proposal prior to the time set for Proposal opening shall not prejudice the right of a Proposer to timely file a new Proposal.

No Proposal shall be withdrawn without the consent of the Village and District for a period of 90 days after the opening of any Proposal, as may be extended pursuant to Section 3.7 of this RFP. Any Proposal may be withdrawn at any time following the expiration of said 90-day period, as may be extended pursuant to Section 3.7 of this RFP, provided that a request in writing for the withdrawal of such Proposal is filed with the person identified in Article VI to this RFP after said period. If no such request is filed, the date for acceptance of such Proposal shall be deemed to be extended until such a request is filed or until the Village and District each execute an Agreement pursuant to this RFP or until the Village and District each affirmatively and in writing rejects such Proposal.

Section 3.7 Evaluation and Selection Process.

An Evaluation Committee, comprised of the Village's staff and consultants and other persons selected by the Village, will review Proposals for the Village in accordance with the Evaluation Criteria. An Evaluation Committee, comprised of the District's staff and consultants and other persons selected by the District, will review Proposals for the District in accordance with the Evaluation Criteria. The Evaluation Committees will evaluate the Proposals and report to the Village's and District's respective corporate authorities. As part of its review, the Evaluation Committees may request that one or more of the Proposers answer written questions or attend interviews to be conducted by the Evaluation Committees.

It is expected that the Evaluation Committees will then identify one or more Proposers with which to conduct negotiations and discussions regarding their Proposals in order to identify the Proposer and Proposal that best meet the objectives of the Village and District, and are most advantageous to the Village and District, respectively. Presentations or negotiations, if conducted, will occur only after the due date of the Proposals. During this evaluation and negotiation period, Proposers so identified may be asked to submit new or revised cost proposals and to make presentations. Any such revised cost proposal shall be no less favorable to the Village or the District than those cost proposals initially submitted.

However, Proposers are asked to submit their best offer regarding pricing in their initial Proposal. The Village and District prefer to award the Agreements based on the initial proposal submission. It should not be assumed that there will be a subsequent opportunity during which price proposals can be modified. At the sole option of the Village and the District and for the purpose of obtaining the best and final offers, negotiations may be conducted with either the Proposer with the highest ranked proposal, or with Proposers who have submitted Proposals that are within the established competitive range, as determined by the Evaluation Committees, or with all Proposers. Upon completion of negotiations, if any, the Village and District may, at their discretion, call for “best and final offers.”

In addition to the requirements of this RFP, each Proposer will provide, upon written request from the Village, such additional information as may be required by the Village and District in order to establish, verify, and confirm the Proposer’s competence and ability to perform the Services.

At the completion of this negotiation process, the Evaluation Committees will each recommend the selection of a successful Proposer to the corporate authorities of the Village and District. The corporate authorities of the Village and District will then select a successful Proposer who will be required to execute the final negotiated Agreement. The Village and District reserve the right to select and enter into agreements with different Proposers.

The Village and District may each select a replacement Proposer, and replace any selected Proposer with this replacement Proposer, if any selected Proposer fails to execute the required documents within the required time period.

The Village and District intend to complete the evaluation and selection process by December 1, **2016**. However, the Village and District reserve the right to extend this evaluation and selection process for up to two months from this date, upon delivery of written notice to the Proposers.

Section 3.8 Rejection of Proposals; Waiver of Irregularities.

The Village and District each reserve the right to accept the Proposal that is, in its judgment, the best and most favorable to their respective interests and the public; to reject the low price Proposal; to accept any item of any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the Village’s and District’s opinion, prejudice the RFP process or create any improper advantage for any Proposer; and to waive irregularities and informalities in the request for proposal process or in any Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Proposers should not rely upon, or anticipate, such waivers in submitting their Proposals.

No Proposer or any third party shall be entitled to any written justification or administrative appeal of the Village’s selection process.

Section 3.9 Ownership of Proposals.

The Village will retain full title and ownership of all submitted materials. Proposals will not be returned to Proposers.

Each Proposer, by submitting its Proposal, acknowledges and consents to the use by the Village and District of information submitted in the Proposal. The Proposer further agrees that the Village and District shall have the right to incorporate any aspect of its Proposal into the Agreement irrespective of the identity of the successful Proposer with whom the Village and District enters into an Agreement.

Section 3.10 Costs.

All costs that each Proposer incurs in preparing and submitting its Proposal are the sole responsibility of the Proposer and will in no event be paid or reimbursed by the Village or District.

Section 3.11 Proposal Security.

Each Proposer must submit proposal security, as set forth in the Submittal Requirements, as a guarantee that, if selected, it will enter into an Agreement with the Village and District in substantial conformity with its Proposal. The proposal security of all unsuccessful Proposers will be released after the successful Proposer or Proposers have entered into the required Agreement with the Village.

Each Proposer acknowledges and agrees that, if selected as a successful Proposer for the Village's Agreement, it shall provide the performance bond, as described in the Submittal Requirements, to guarantee that it will perform the services described in this RFP for the Village.

Section 3.12 Compliance with Laws.

The successful Proposer shall be required and shall agree to comply with all laws, statutes, ordinances and regulations of any governmental body, including, but not limited to the Village and federal and state and local governments, that are applicable to or in any manner may affect the services performed under the Agreements, including nondiscrimination and equal employment opportunity requirements.

Section 3.13 Insurance.

The successful Proposer shall be required to maintain, at a minimum, the insurance coverage set forth in **Appendix E** and **Appendix F** to this RFP. Each Proposal shall be accompanied by written evidence of such Proposer's ability to procure all of the insurance in the amounts, coverages, scope and form specified therein.

Section 3.14 Taxes.

The Village and District are exempt from state and local sales, use and excise taxes. Letters of exemption will be provided to the selected Proposer, if necessary. The Village and District will not reimburse, nor assist the selected Contractor in obtaining reimbursement, for any state or local sales, use, or excise taxes paid. The selected Contractor shall be required to reimburse the Village and District for any such taxes paid. All prices stated in Proposals shall include any other applicable taxes.

Section 3.15 Permits.

All Proposals shall include the cost of obtaining all permits, licenses, and other authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Contractor to determine the applicable licenses, permits, and other authorizations, and no extra compensation shall be paid by the Village or District for the successful Proposer's failure to include these costs in its Proposal.

Section 3.16 Notice of Award.

If an Agreement is awarded by the Village or District, such award shall be effective when a notice of award has been delivered to the successful Contractor ("Effective Date of Award"). The Village and District will prepare five copies of the Agreement based upon the successful Contractor's Proposal and will submit them to the successful Contractor with the notice of award.

Section 3.17 Execution of Agreement.

3.17.1 Closing Date. Unless otherwise stated in the notice of award, the successful Contractor shall satisfactorily complete all "Conditions Precedent to Closing" (as described herein) before, and the Agreement and all related documents shall be executed, submitted and exchanged by the Village or District and the successful Contractor ("Closing") on, the fifteenth day following the Effective Date of Award or within such extended period as the Village or District may, in the exercise of its sole discretion, authorize in writing after issuance of the notice of award ("Closing Date").

3.17.2 Conditions Precedent to Closing. On or before the Closing Date, the Successful Contractor shall: (1) sign, date as of the Closing Date, and submit to the Village or District, whichever may be applicable, all five copies of the Agreement and all other required documentation related thereto on or before the Closing Date; and (2) if the Agreement is with the Village, submit five executed copies of the required Performance Security dated as of the Closing Date and all required certificates and policies of insurance ("Conditions Precedent to Closing"). Failure to execute or submit any of the aforesaid documents in a timely fashion shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 5.2.15 of this RFP. If the submitted documents fail to comply with this RFP or the Agreement is not executed and submitted in a timely fashion, the Village or District may, in their sole discretion, annul the award or allow the successful Contractor an opportunity to correct the deficiencies. In no event will the Village or District execute the Agreement until any and all such deficiencies have been cured or if the Village or District has received adequate assurances, as determined by the Village or District, of complete and prompt performance.

3.17.3 Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by the Village or the District, as may be applicable, to be in compliance with this RFP and the Agreement, or assurances of complete and prompt performance satisfactory to the Village or District has been received, the Village or District shall execute all copies of the Agreement, retain three copies of the completed Agreement, and tender two copies to the successful Contractor at the Closing. The successful Contractor shall tender one copy to its Surety Company or companies. The successful Contractor or its agent shall be present at the Closing.

Section 3.18 Failure to Close.

3.18.1 Annulment of Award; Liquidated Damages. The failure or refusal of a Successful Contractor to comply with the Conditions Precedent to Closing or to otherwise fail or refuse to close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 5.2.15 of this RFP.

3.18.2 Subsequent Awards. Upon annulment of an award, the Village or District may accept, and award a new Agreement based on any other Proposal as the Village or District, in its sole judgment, deems to be the best. Alternatively, the Village or District may also invite new Proposals or may abandon the bidding process or the services.

Section 3.19 Disqualification of Proposers.

3.19.1 More Than One Proposal. No more than one Proposal for the Services shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Proposal for the Services may cause the rejection of all Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Section 3.19A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

3.19.2 Collusion. If there are reasonable grounds for believing that collusion exists among any Proposers, all Proposals of the participants in such collusion will not be considered.

3.19.3 Default. If a Proposer is or has been in default on a contract with the Village or the District, or in the payment of monies due the Village or District, its Proposal will not be considered.

Section 3.20 No Joint and Several Liability.

By submitting a Proposal in response to this RFP, a Proposer agrees that the Village and District will not in any way be joint and severally liable for any liabilities to the Proposer. Proposer may look only to the District for any liability or damages relating to the portions of this RFP related to the Services for the District, and may look only to the Village for any liability or damages relating to the portions of this RFP related to the Services for the Village.

ARTICLE IV
EVALUATION CRITERIA

Section 4.1 Introduction.

Proposals received in response to this RFP will be evaluated by the Village and District for completeness and responsiveness based on the expertise, experience, technical and financial qualifications of the Proposer and the evaluation criteria established in Section 4.2 through Section 4.7 and the other

criteria set forth in this RFP. Where used below: (i) the term “quality” shall refer to the degree of excellence, thoroughness and credibility of the Proposer or the Proposal; and (ii) the term “reasonableness” shall refer to the extent to which a Proposal represents proposed staffing, pricing, equipment and an operational approach that are sensible and feasible and are within the capability of the Proposer.

Section 4.2 Quality of Proposer.

1. The professional qualifications and experience of the Proposer on similar contracts.
2. Evidence of strengths and experience of the committed personnel.
3. The specialized experience of the committed personnel.
4. The past performance of the Proposer on other similar contracts in terms of quality of services performed.
5. Financial capability of the Proposer.

Section 4.3 Adherence to the Requirements of this RFP.

1. Verification that the Proposer can provide the Services described in this RFP for the term of the agreement.
2. Compliance with all applicable local, state and federal laws.
3. Proposers must disclose litigation, fines or other disputes involving the Proposer or any subcontractor with the Proposer intends to use to provide the Services.

Section 4.4 Quality and Reasonableness of Proposal.

1. Organizational plan and chart describing the organizational structure, staffing lines of authority and communications.
2. Adequacy and comprehensiveness of proposed insurance and bonding program.
3. Operational approach.
4. Quality control plan.
5. Quality of description of monthly operating reports included, but no limited to, complaint information and resolution and tonnages collected by type.
6. References.

Section 4.5 Reasonableness of Cost Proposals.

Section 4.6 Quality and Reasonableness of Any Alternate Proposal.

Section 4.7 Quality and Reasonableness of Comments on Draft Agreement.

The Draft Agreements in **Appendix A** and **Appendix F** are a draft, and each Agreement will be negotiated separately with the selected Proposer or Proposers.

ARTICLE V **SUBMITTAL REQUIREMENTS**

Section 5.1 **Format.**

A total of eight copies of the Proposal shall be submitted, consisting of two bound printed copies (each such Proposal to be bound in a single volume), one unbound printed copy (such Proposal to be loose-leaf pages in a single volume, held together with a clip) and one electronic copy. Each printed proposal shall be prepared on standard recycled 8.5 x 11 letter size paper, with material separated by labeled tabs. The electronic copy shall be submitted on a CD-ROM or USB flash drive in a PDF format or compatible with “Microsoft Word” and all spreadsheets and related information shall be compatible with “Microsoft Excel.” Each Proposer may submit brochures or other information further describing the services proposed and/or pertaining to the qualifications of the Proposer. Any such information submitted must be included in within the one volume. All Proposals shall be submitted in sealed envelopes with the following information on the outside: name of Proposer, contact person, address, telephone number, and marked as a “Residential Solid Waste Collection Services RFP.”

Proposers are advised to adhere to the Submittal Requirements. Proposals may be modified, corrected or withdrawn as set forth in Section 3.6 of this RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the Proposal. The Village reserves the right to accept any Proposals and/or any part of parts thereof and/or to reject any or all Proposals.

If a Proposer chooses to include material of a confidential nature in its Proposal, such material must be conspicuously identified as confidential, the disclosure of which would cause competitive harm to the Proposer, and the Village and District will make reasonable efforts to keep such information confidential to the extent permitted by law, unless such disclosure will not cause competitive harm or such information was actually known to the Village or District prior to its submission, or such information was properly obtained independently by the Village or District, or the Proposer consents to such disclosure. Notwithstanding the foregoing, the Village and District must comply with legal or statutory requirements and court orders, including, but not limited to, the Illinois Freedom of Information Act, and therefore will disclose such confidential or proprietary information whenever the Village or District determine in good faith that they are required by law or court order to do so. By submission of a Proposal, Proposer expressly waives any claim for damages or other relief arising out of any disclosure by the Village or District. No Proposals or materials will be returned.

Section 5.2 **Contents.**

A list of the submittal requirements follows. This list should be used only as a guide and does not necessarily represent each submittal requirement for a complete Proposal. At various points throughout this RFP, there are directions for submitting certain types of information or documentation. The detailed requirements for each submittal requirement can be found in the respective sections of this RFP. If a Proposer cannot meet each submission requirement, the Proposer should offer its reasons for the omission and such pertinent information as would enable the Village and District to judge the merits of the Proposal in relation to the other Proposals.

Each Proposal should include the following items:

5.2.1 Cover Letter. Proposals shall be accompanied by a cover letter identifying the complete name of the entity submitting the Proposal, the contact information of the individuals who would meet with the Village and District if requested; and the signature and title of the individual duly authorized to submit the Proposal.

5.2.2 Executive Summary. The executive summary of introduction shall include a statement of the Proposer's understanding of the Services to be performed.

5.2.3 Litigation. A discussion of: (i) potential enforcement actions or pending litigation against the Proposer (or against any subsidiary or parent of the Proposer or any subcontractor which the Proposer intends to provide a portion of the Services) with a potential total judgment in excess of \$100,000; and (ii) judgments, fines, sanctions and settlements entered in the last year in excess of \$25,000 against the Proposer (or against any subsidiary or parent of the Proposer or any subcontractor which the Proposer intends to use to provide a portion of the Services) or against or concerning any facilities owned or operated by the Proposer.

5.2.4 Operational Approach. This section will include a statement of the Proposer's understanding of all requirements for the Services. This section must be specific, detailed and complete. It should clearly and fully demonstrate that the Proposer understands the requirements and the operational problems inherent in the provision of the Services. The Proposer should also present valid and practical solutions for those problems. In addition, samples of complaint and waste volumes report must be included. The Proposer shall identify any and all subcontractors with which it intends to enter into subcontracts for the performance of a portion of the Services.

5.2.5 Organizational Plan and Chart. This section will include a description of the organizational and management structure that will be utilized to perform the Services. At minimum, this section will include a chart identifying the job categories or personnel committed and will specifically identify the assignment of the key personnel. The Proposer should demonstrate that the proposed manpower level on which it has based its Rate Proposals set forth in **Appendix B** and **Appendix G**, are sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the services described in this RFP.

5.2.6 Qualifications of Personnel. This section should specify those executives, supervisors and other personnel considered key to the successful performance of the Services. This will include a discussion of each individual's qualifications, training, education, experience with similar projects and the position of these individuals in the Proposer's overall organization. Resumes should be included for key personnel, describing their education, background, relevant experience, certifications and accomplishments.

5.2.7 Cost Proposal. The Contractor's Rate Proposal shall be submitted by completing all blanks in **Appendix B**, including the Sworn Statement attached thereto, and **Appendix G**. Each Proposal must include the cost information for all of the alternatives set forth in **Appendix B**.

5.2.8 Comments on Draft Agreement. The draft Agreements are attached hereto in **Appendix A** and **Appendix F**. Each Proposer should submit any written comments on the draft Agreements with their proposal submission. The Village and District will review all comments received.

5.2.9 Alternative Proposals. The Village and District will review any alternative proposal submitted by a Proposer regarding the Services to be provided pursuant to this RFP. In particular,

the Village encourages the submission of alternative proposals which reflect creative and innovative pricing arrangements and/or operational approaches. All alternative proposals must: (a) demonstrate the commitment of Proposer to provide the services required herein to the Village and District for 5 years; and (b) maintain the flexibility of the Village to obtain the range of service options and alternatives described in the Cost Proposal. In addition:

- Any alternate proposal must be in accordance with all laws, rules, regulations and permits applicable to the Village.
- All Submittal Requirements outlined in this Article V must be strictly adhered to.

5.2.10 Alternative Fuels. Each Contractor should specifically describe its plan for using, or transitioning to the use of, refuse, recycling and landscape waste collection trucks in the Village that utilize alternative fuels in the course of providing the Services to the Village pursuant to the Agreement.

5.2.11 References. Submit at least three governmental references, which are located in the Chicago region and are service level relevant, including name, address and telephone number of a contact person at the municipality responsible for monitoring its contract with the Proposer, and a brief description of the services performed thereunder. Proposers are also encouraged to provide additional references from large commercial clients in the Chicago region with information regarding the services provided to those references and contact information.

5.2.12 Financial Capability. This section shall include the Proposer's financial statements for the three most recent fiscal years, and written references from banking institutions and accounting firms representing or doing business with the Proposer.

5.2.13 Assumptions, Deviations and Exceptions. The Proposer should minimize exceptions to the requirements of this RFP. If exceptions or deviations from this RFP are evident, describe such exceptions or deviations and provide a rationale for them. In no event shall such Proposer's assumptions, deviations or exceptions involve the modification of any permits or approvals obtained by the Village. Failure to provide some or all of the information requested may be deemed, in the discretion of the Village or District, to be cause for disqualification of a Proposer.

5.2.14 Insurance. Each Proposer must provide appropriate submissions to demonstrate that its proposed insurance program for the Services to be performed will satisfy the requirements set forth in **Appendix E** and **Appendix F**. Such evidence may include a letter from an insurance carrier or its agent, acceptable to the Village and District, certifying that said insurer has read the requirements set forth in **Appendix E** and **Appendix F**, and will furnish endorsements or the required certificates of insurance upon award of the Agreements.

5.2.15 Proposal Security. To secure its Proposal as required in the submittal requirements, each Proposer must provide proposal security in the form of a certified check, cashier's check or bank draft drawn on a national bank payable to the Village of Lake Bluff, in an amount equal to \$25,000.00, as a guarantee on the part of the Proposer that it will, if called upon to do so, accept and enter into the Agreement at rates no greater than those stated in its Rate Proposals.

The proposal security of all unsuccessful Proposers will be released after the successful Proposer(s) has been approved by the corporate authorities of the Village and District, and has

executed the required written agreement with the Village and District. The proposal security of the successful Proposer will be returned upon execution of the Agreement and submittal of the performance bond required by the Agreement.

LIQUIDATED DAMAGES: If a Contractor fails to timely submit all additional information requested by the Village or District, or if the accepted Contractor fails to timely and properly submit the required bonds and certificates and policies of insurance, or if the successful Contractor fails to timely and properly execute the Agreement with the Village or District, and all other required documentation related to the Agreements, it will be difficult and impracticable to ascertain and determine the amount of damage that the Village and District will sustain by reason of any such failure. For such reason, every Contractor shall, by submitting its Proposal, be deemed to agree that the Village shall have the right, at their option in the event of any such default, to retain as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Security or to exercise any and all equitable remedies it may have against the defaulting Proposer.

5.2.16 Performance Bond. At or prior to commencing service under the Village's Agreement, the successful Proposer will be required to furnish an original performance bond (not a copy of facsimile), substantially in the form set forth as **Appendix D**, as security for the faithful performance of the specified services. The terms and conditions of the required performance bond shall be set forth in the Agreement. Premiums for the performance bond shall be paid by the successful Proposer. A certificate from the surety stating the premiums have been paid in full shall accompany the delivery of the executed bond. If the Contractor shall fail to fulfill the Agreement, the performance bond shall become payable to the Village as liquidated damages.

Each Proposal shall be accompanied by a letter from a corporate surety, satisfactory to the Village, stating that it will furnish the required performance bond for the Proposer, in the event it is selected as the successful Proposer. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his or her power of attorney attached thereto. The surety shall be a duly authorized corporate surety authorized to do business in the State of Illinois. Attorneys-in-fact who sign bonds must file a certified and effectively dated copy of their power of attorney.

In lieu of furnishing a performance bond, the Proposer may demonstrate its ability to furnish an unconditional letter of credit to be delivered at Closing in favor of the Village, in the amount of set forth in **Appendix D**, drawn on a national or state chartered bank acceptable to the Village and in such form and with such provisions as are acceptable to the Village, in the Village's sole discretion.

REMEDIES FOR FAILURE TO COMPLY. The selected Contractor will be responsible for all errors in its Proposal resulting from their failure or neglect to comply with the terms of this RFP. The selected Contractor will not be allowed any extra compensation by reason of any such errors or by reason of any matters or things of which Contractor failed or neglected to inform itself prior to submitting its Proposal, and the successful Contractor shall bear all costs associated therewith or arising there from, including increased costs or decreased profits due to a change in the methods or increase in the equipment or personnel employed as a result of matters or conditions first discovered during the performance of the services under the Agreement.

ARTICLE VI
INQUIRIES AND SUBMISSION OF PROPOSALS

Inquiries Concerning this RFP should be submitted in writing (or by email) by **September 30, 2016 at 11 a.m.** to:

Drew Irvin
Village Administrator
Village of Lake Bluff
40 E. Center Avenue
Lake Bluff, IL 60044
dirvin@Lakebluff.org

Proposals should be submitted by **October 19, 2016 at 11 a.m.** to:

Drew Irvin
Village Administrator
Village of Lake Bluff
40 E. Center Avenue
Lake Bluff, IL 60044

Proposals sent by fax or email transmission will not be accepted.

**APPENDIX A
DRAFT AGREEMENT
VILLAGE OF LAKE BLUFF**

VILLAGE OF LAKE BLUFF

CONTRACT BETWEEN THE VILLAGE OF LAKE BLUFF
AND _____
FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE, SOLID, AND LANDSCAPE
WASTE COLLECTION SERVICES

In consideration of the mutual promises set forth below, the Village of Lake Bluff, Illinois, an Illinois municipal corporation ("**Village**"), and _____, an [**TYPE OF ENTITY**] ("**Contractor**"), make this Contract as of _____, 2016, and hereby agree as follows:

ARTICLE I: THE WORK

1.1 General Definition of the Work

The Work is defined as: the collection of recyclable materials for delivery to permitted and/or approved facilities from all single-family and multi-family units with individualized refuse collection within the Village and certain Village facilities ("**Customers**") in the manner provided in Article II of this Contract; the collection and disposal of all Solid Waste, as that term is defined in Section 3.1.A of this Contract, from the Customers in the manner provided in Article III of this Contract, and the collection and disposal of all landscape waste, as that term is defined in Section 4.1.A of this Contract, from the Customers in the manner provided in Article IV of this Contract. (collectively, the "**Work**").

1.2 Contractor's Duty to Perform the Work

Contractor shall undertake all of the following, at Contractor's sole cost and expense:

- A. Labor, Materials, and Supplies. Provide and perform, in the manner described and specified in this Contract, all necessary labor, services, equipment, materials, supplies, and other means and items necessary to accomplish the Work.
- B. Permits, Bonds, and Insurance. Obtain and furnish all governmental permits, licenses, and approvals and all bonds and insurance necessary in connection with the Work. It shall be Contractor's sole responsibility to determine the licenses, approvals, and permits required to perform the Work and to obtain all such licenses, approvals, and permits. No compensation shall be paid by the Village for Contractor's costs to obtain such licenses, approvals, and permits.
- C. Taxes. Pay all applicable federal, State of Illinois, and local taxes.
- D. Miscellaneous. Do all other things required of Contractor by this Contract.

1.3 Billing; Payment for the Work

- A. Billing. The Village requires Contractor to bill the Village for the collection of Solid Waste, and to provide the Village with an itemization of the nature and volume of all Landscape Waste collected and delivered to the facility identified in Section 4.1 of this Contract. Contractor shall provide detailed invoices to the Village on or before the first Friday of each month for services rendered during the preceding month. The invoice shall include a listing by address of any service units added or deleted during the last preceding month, and a listing by address of any service units receiving A La Carte Services, over or under the

number of such units used in computing the amount payable to the Contractor for service for that month. Contractor shall bill Customers who request A La Carte Services directly for those services.

B. Rates and Charges.

1. Contract Price. The rates and charges billed by Contractor for the Work shall include the rates and charges contained in Exhibit A to this Contract. Contractor agrees that these rates and charges constitute full and adequate compensation to Contractor for the Work ("**Contract Price**").
2. Landscape Waste Rates. Contractor and the Village acknowledge that the Village is billed directly by its Landscape Waste Facility for the disposal of Landscape Waste and that Landscape Waste charges are not part of the Contract Price. If the Landscape Waste Facility ceases to operate during the term of this Contract, Contractor and the Village will enter into good faith negotiations to establish alternative terms for the disposal of Landscape Waste pursuant to this Contract, provided that the Village will retain the sole discretion to approve any such terms and will not be obligated to accept any such terms proposed by the Contractor.

C. Adjustment of Rates and Charges. Beginning on the date that is sixty days prior to the annual anniversaries of the start date for this Contract, the amount payable to Contractor for the Work shall be increased or decreased in the amount of 100% of the percentage increase of the Chicago Area Consumer Price Index as reported on an annualized basis, provided, however, that no such annual increase may exceed three percent (3%) of the amount payable for the previous year and no such annual decrease may exceed three percent (3%) the amount payable for the previous year.

D. Definitions. For the purposes of this Contract, the following terms shall have the following meanings:

1. "**A La Carte Services**" is defined in Section 3.1.D of this Contract.
2. "**Agency**" means the Solid Waste Agency of Lake County, Illinois.
3. "**Agency Recyclable Material**" means all residential Recyclable Material collected by haulers within the jurisdiction the Village. For the purposes of this definition, "residential" shall be determined by the terms of this Contract.
4. "**Contract Price**" is defined in Section 1.3.B.1 of this Contract.
5. "**Customers**" is defined in Section 1.1 of this Contract.
6. "**Commingled Recyclables**" means source separated, commingled and/or pre-sorted materials delivered to the Designated Facility consisting of ferrous metal cans, aluminum containers, glass and plastic, which shall include HDPE, PET ridged household containers, and plastics 3 through 5 and 7.
7. "**Fines**" is defined in Section 5.4 of this Contract.

8. "**IEPA**" is defined in Section 3.1.B of this Contract.
9. "**Landscape Waste**" is defined in Section 4.1.A of this Contract.
10. "**Landscape Waste Facility**" is defined in Section 4.1.B of this Contract.
11. "**Paper Recyclables**" means source separated, commingled and/or pre-sorted paper products delivered to the Designated Facility consisting of newsprint, corrugated paper, junk mail, magazines, office paper, boxboard.
12. "**Recyclable Material**" or "**Recyclables**" means Single Stream, Commingled Recyclables, and/or Paper Recyclables, which generally conform to the specifications set forth in Attachment I, electronics, and other materials which the Village and Contractor by mutual agreement may designate as Recyclable Material from time to time.
13. "**Recycling Container**" is defined in Section 2.2.F of this Contract.
14. "**Recycling Facility**" is defined in Section 2.4 of this Contract.
15. "**Single Stream**" means Commingled Recyclables and Paper Recyclables collected at the curbside by the Contractor and not separated in two different compartments.
16. "**Solid Waste**" is defined in Section 3.1.A of this Contract.
17. "**Solid Waste Facility**" is defined in Section 3.1.B of this Contract.
18. "**Toter**" is defined in Section 3.4.B of this Contract.
19. "**WDNR**" is defined in Section 3.1.B of this Contract.
20. "**Work**" is defined in Section 1.1 of this Contract.

ARTICLE II: RECYCLABLE MATERIALS COLLECTION

- 2.1 Collection of Recyclable Materials. Contractor shall collect from all customers the Recyclable Materials, including Single Stream, Commingled, and/or Paper Recyclables which generally conform to the specifications set forth in Exhibit B to this Contract. The Recyclable Materials required to be collected by Contractor pursuant to this Contract may be expanded to include additional recyclable materials by mutual written agreement of the Village and Contractor.
- 2.2 Service Features
 - A. Disposal. No materials collected as Agency Recyclable Materials may be deposited in a landfill or waste incinerator, but all materials collected shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of said materials.
 - B. Fees. Contractor shall pay the fees for delivery of the Recyclable Materials.

- C. Collection Frequency. Contractor shall collect the Recyclable Materials on a weekly basis on Mondays and Tuesdays on the same day that Contractor collects Solid Waste and Landscape Waste. Monday collection shall be for those residences west of Sheridan Road (State Rt. 141) and Tuesday collection shall be for residences east of Sheridan Road and for those municipal sites identified on Exhibit C to this Contract. Contractor shall not begin collection on any day before 7:00 a.m. or continue collection on any day after 5:00 p.m. Contractor shall not perform collection on Saturdays or Sundays. To ensure that Recyclable Materials are collected from all residents on the collection day, Contractor's driver/collector shall check in at Village Hall, 40 East Center Avenue, prior to leaving the Village on each collection day. In addition to this collection schedule, Contractor shall have vehicles available for the collection of Recyclable Materials in the Village on Monday through Friday, inclusive, in order to correct missed pick-ups and provide other services required pursuant to this Contract.
- D. Location. Contractor shall provide curbside service for collection of Recyclable Materials.
- E. Service Level. Unlimited collection of the Recyclable Materials.
- F. Containers. Residents shall have a choice between having a 35, 65, or 95-gallon wheeled container bearing the words "Village of Lake Bluff" and a recycling logo ("**Recycling Container**"). Village collection sites specified in Exhibit C to this Contract will be provided with the Recycling Containers. All customers as of the effective date of this Contract shall be supplied with one Recycling Container without charge. Each new customer without a Recycling Container shall be supplied with one such container of the size of their choosing (35, 65 or 95-gallon) without charge. Contractor shall be responsible for making available for rental and for distributing additional or replacement Recycling Containers; provided, however, that Contractor shall replace any lost or damaged Recycling Containers at its own cost and expense and at no charge to the customer. Contractor shall hold all right, title, and interest in and to the Recycling Containers at all times during the term of this Contract.
- G. Electronics. Electronics need not be placed in the Recycling Container and shall be collected by Contractor with other Recyclable Materials so long as the electronics are placed at the curb and can be safely lifted by one person without assistance.
- H. Commingling. All types of Recyclable Materials may be commingled in a single Recycling Container.
- I. Specialized Pick-Ups. Contractor acknowledges and agrees that for those properties that have long driveways, alleys off of East Sheridan Place, or other unique features that would render curbside service difficult or impossible, as identified on Exhibit D of this Contract, the Contractor will collect Recyclable Materials placed at the locations identified on Exhibit D of this Contract for each such property at no extra charge.
- J. Missed Pick-Ups. If Contractor or the Village receives a complaint about a missed scheduled collection of Recyclable Materials, then Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Contract, then Contractor shall cause such collection to be made within 24 hours after receipt of such complaint.

2.3 Improper Materials

When Contractor, during collection, encounters materials not included in the list of Recyclable Materials as defined in Section 2.1 above, then Contractor shall not be required to collect such materials but shall collect all Recyclable Materials. Contractor shall promptly notify the Village of each such instance on a form approved by the Village and shall notify the customer of such improperly prepared materials as provided by Section 6.14 below.

2.4 Processing of Recyclables

Contractor shall deliver all collected Recyclable Materials to _____ ("**Recycling Facility**"). In the event that Contractor is not permitted to use the Recycling Facility or use of the Recycling Facility becomes impracticable, Contractor, upon written approval from the Village, shall have the right to deliver Recyclable Materials to _____. Contractor shall be required to provide a recycling rebate to the Village based on the following formula _____ ("**Recycling Rebate**"). The Contractor shall pay the Recycling Rebate each month to the Village on the 15th of every next month. No Recyclable Materials shall be delivered to any landfill or other facility for disposal except as provided in this Section.

2.5 Monthly Reports

Contractor shall prepare and submit to the Village and to the Agency, before the 15th day of each month, a report detailing all recycling collection, disposal activities, documentation showing the amount of the Recycling Rebate the Village should be receiving for the previous month, details of all complaints received regarding Recyclable Materials collection, and a list of all missed pickups. Such report and documentation shall either be on a Village form or on a form and in a format approved of by the Village.

2.6 Net Proceeds

Contractor shall retain all proceeds from the sale of the Recyclable Materials less the Recycling Rebate and all processing and transportation costs, provided all provisions in this Article of this Contract are successfully fulfilled as reasonably determined by the Village. Contractor assumes full responsibility for the payment of all expenses, and hereby indemnifies the Village from any and all claims concerning the payment of such expenses, associated with the processing and transportation of all Recyclable Materials.

2.7 Promotion/Educational Programs

Contractor shall, at its sole cost and expense, actively promote community-wide recycling in the Village, including, without limitation, annual distribution of educational and promotional literature to Customers and participation in educational programs, which literature Contractor shall provide to the Village in electronic "PDF" format.

ARTICLE III: SOLID WASTE COLLECTION

3.1 Solid Waste Collection Service

- A. Collection. Contractor shall collect from all Customers, once each week at curbside, all Solid Waste properly placed for collection. "**Solid Waste**" means garbage, refuse, industrial, lunchroom or office waste, and other material resulting from operation of residential, municipal, commercial or institutional

establishments and from community activities which are not defined as Recyclables or Landscape Waste. Solid Waste shall include small amounts of construction debris and materials that one person can load into the collection vehicle.

- B. Solid Waste Facility. Contractor shall dispose of all Solid Waste at a designated Solid Waste Facility agreed to by the Village, which designated Solid Waste Facility must be a SWALCO-designated lawfully operated pollution control facility. The Solid Waste Facility must be permitted by the Illinois Environmental Protection Agency ("**IEPA**") or the Wisconsin Department of Natural Resources ("**WDNR**") for the disposal of all Solid Waste under this Contract ("**Solid Waste Facility**"). Contractor must receive prior written approval from the Village before changing the Solid Waste Facility used for disposal of Solid Waste collected pursuant to this Contract.
- C. Disposal. All Solid Waste shall be removed from the Village at the close of each day of collection and shall be disposed of, at the Contractor's sole expense, at a lawfully-operated Solid Waste Facility outside of the corporate boundaries of the Village.
- D. A La Carte Services. Contractor shall, if requested by a Customer, provide a la carte Solid Waste Collection service, including: (1) weekly collection from the Customer's back door; (2) twice-weekly collection from the curbside, or (3) twice-weekly collection from the Customer's back door ("**A La Carte Services**"). A La Carte Services will be provided to Customers requesting such services at the rates provided in Exhibit A of this Contract. Customers receiving A La Carte services may resume basic service on a temporarily quarterly basis, or a permanent basis, by notifying the Contractor at least one week prior to the date on which the Customer desires to resume basic service.

3.2 Location of Service

- A. Residential Dwellings. Contractor shall provide curbside service for collection of Solid Waste.
- B. Municipal Service. Contractor shall collect all municipal Solid Waste in the manner prescribed in this Article III at the municipal buildings and sites described in Exhibit E to this Contract. Contractor shall place appropriately sized collection containers at each such site at no cost to the Village.
- C. Specialized Pick-Ups. Contractor acknowledges and agrees that for those properties that have long driveways, alleys off of East Sheridan Place, or other unique features that would render curbside service difficult or impossible, as identified on Exhibit D of this Contract, the Contractor will collect Solid Waste placed at the locations identified on Exhibit D of this Contract for each such property at no extra charge.

3.3 Service Levels

- A. Unlimited Amounts. Except for residents that choose the Pay As You Throw Option set forth in Section 3.3.H of this Agreement, the Contractor shall collect unlimited amounts of Solid Waste in containers supplied by the Contractor pursuant to this Contract.

- B. Weekly Bulk Item Pickup. If placed for pick-up by a Customer, the Contractor shall collect one large item, in an amount not to exceed fifty pounds placed at curbside, from each Customer once each week at no charge to the Customer.
- C. White Goods Collection. Contractor shall collect large items, commonly referred to as “white goods,” including without limitation refrigerators, ranges, stoves, water heaters, freezers, and air conditioners, from Customers when requested by the Customer. The Customer shall be responsible for contacting Contractor to schedule a pick up. The charge for any such pick up shall be as provided in Exhibit A. All such pick ups shall be made at curbside.
- D. Annual Spring and Fall Clean-Up Program. The Contractor will provide an annual spring and fall clean-up, to take place during the months of May and October. This service will provide for the curbside collection and disposal of large and bulky items not ordinarily collected. This service will be provided at no additional cost to any residential Customer. The Village will publicize the collection days for each area.
- E. Special Event Service. Contractor shall collect all Solid Waste in the manner prescribed in this Article III generated by the public events described in Exhibit F to this Contract. Contractor shall place appropriately sized collection containers at each such site at no cost to the Village.
- F. Missed Pick-Ups. If Contractor or the Village receives a complaint about a missed scheduled collection of Solid Waste, then Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Contract, then Contractor shall cause such collection to be made within 24 hours after receipt of such complaint.
- G. Public Health Requests. Contractor shall respond to requests from the Village to collect and dispose of Solid Waste that results from a natural disaster (including without limitation tornadoes and floods) or a catastrophic event. Contractor shall provide the necessary personnel and equipment to collect all such Solid Waste. Contractor and the Village shall negotiate and mutually agree upon a reasonable cubic yard rate to cover the cost of collection and disposal. Contractor shall keep an accurate record of the volume of Solid Waste collected pursuant to this Section 3.3.G and the addresses from which all such Solid Waste was collected.
- H. Pay As You Throw Option. Residents shall have the option to place Solid Waste in a bag or other container (“**Additional Solid Waste Container**”), that will be collected at the same time as the Solid Waste in the Toters. Contractor shall charge Residents for each Additional Solid Waste Container collected, which payment shall be collected through the purchase of stickers to be placed on the Additional Solid Waste Container or another method approved of by the Village.

3.4 Solid Waste Containers

- A. Solid Waste Containers. For Customers who elect A La Carte Services, all Solid Waste placed by Customers for back door collection, except bulk items, which may not be placed for back door collection and must be taken to the curb, shall be contained in no more than three durable metal or plastic cans, each of which must be of standard waterproof construction, have a tight fitting cover and handles suitable for lifting by one person, and have a capacity of not more than 33 gallons.

- B. Toters. Contractor shall provide each Customer with a 95-gallon wheeled container for the collection of Solid Waste ("**Toter**"); provided, however, that each Customer will have the option to request a 35-gallon or 65-gallon Toter instead of a 95-gallon Toter. Customers shall have the option, free of charge, to change swap their selected Toter for a Toter of a different size with 60 days of their selection. Toters will be provided by the Contractor to the Village Solid Waste collection sites specified in Exhibit E to this Contract. All customers as of the effective date of this Contract shall be supplied with one Toter without charge. Each new customer without a Toter shall be supplied with one Toter the size of their choosing (35, 65 or 95-gallon) without charge. Contractor shall be responsible for making available for rental and for distributing additional or replacement Toters; provided, however, that Contractor shall replace any lost or damaged Toters at its own cost and expense and at no charge to the customer. Contractor shall hold all right, title, and interest in and to the Toters at all times during the term of this Contract.

3.5 Collection Frequency

Contractor shall collect Solid Waste on a weekly basis on Mondays and Tuesdays on the same day that Contractor collects Recyclable Materials and Landscape Waste. Monday collection shall be for those residences west of Sheridan Road (State Rt. 141) and Tuesday collection shall be for residences east of Sheridan Road and for those municipal sites identified on Exhibit C to this Contract. Contractor shall not begin collection on any day before 7:00 a.m. or continue collection on any day after 5:00 p.m. Contractor shall not perform collection on Saturdays or Sundays. To ensure that Solid Waste is collected from all residents on the collection day, Contractor's supervisor/collector shall check in at Village Hall, 40 East Center Avenue, prior to leaving the Village on each collection day. In addition to this collection schedule, Contractor shall have vehicles available for the collection of Solid Waste in the Village on Monday through Friday, inclusive, in order to correct missed pick-ups and provide other services required pursuant to this Contract.

3.6 Monthly Reports

Contractor shall prepare and submit to the Village and the Agency, before the 15th day of each month, a report detailing all Solid Waste collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of Solid Waste collected, fees paid to dispose of such Solid Waste, location of disposal, details on all complaints related to Solid Waste Collection, and a list of all missed pickups. Such report shall be on a form provided by the Village.

3.7 Promotion/Educational Programs

Contractor shall, at its sole cost and expense, develop, print and distribute to all residential customers, and all new customers, a brochure establishing regular service throughout the Contract period, approved by the Village, that explains the solid waste collections provided by Contractor. The brochure must include a method for residents to change their refuse service. The brochure shall be updated and distributed whenever there is a change in the service or programs provided, or as directed by the Village, and shall be provided to the Village by Contractor in electronic "PDF" format.

ARTICLE IV: LANDSCAPE WASTE COLLECTION

4.1 Landscape Waste Collection Service

- A. Collection. Contractor shall collect from all Customers, once each week, 52 weeks a year, at curbside, all Landscape Waste properly placed for collection. "**Landscape Waste**" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, organic food scraps, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise defined in Section 3.270 of the Illinois Environmental Protection Act, 415 ILCS 5/3.270.
- B. Disposal at Landscape Waste Facility. All Landscape Waste shall be removed from the Village at the close of each day of collection and shall be disposed of, at the direction of the Village, at the Village's Public Works Facility or at the facility operated by DK Organics and located on Illinois State Route 41 ("**Landscape Waste Facility**").

4.2 Location of Service

- A. Residential Dwellings. Contractor shall provide curbside service for collection of Landscape Waste.
- B. Municipal Buildings and Sites. Contractor shall collect all municipal Landscape Waste in the manner prescribed in this Article IV at the municipal buildings and sites described in Exhibit E to this Contract. Contractor shall place appropriately sized collection containers at each such site at no cost to the Village.

4.3 Containers

All Landscape Waste placed by Customers for collection shall be contained in biodegradable paper "kraft"-type bags not exceeding 32 gallons in capacity and in an amount not exceeding 50 pounds in weight, or shall be tightly tied with biodegradable string or twine, in bundles not exceeding four feet in length and two feet in diameter. No single branch in any bundle shall exceed six inches in diameter, and no bundle shall exceed 50 pounds in weight. All cans for Landscape Waste shall be clearly marked on the outside thereof by the Customer.

4.4 Service Levels

Contractor shall collect unlimited amounts of Landscape Waste.

4.5 Christmas Trees

Contractor shall collect, at no additional cost, any discarded Christmas trees placed at the curbside by Residents following the Christmas holidays. Christmas trees discarded after January 15 of the following year shall be collected as Solid Waste.

4.6 Collection Frequency

Contractor shall collect Landscape Waste on a weekly basis on Mondays and Tuesdays on the same day that Contractor collects Recyclable Materials and Solid Waste. Monday collection shall be for those residences west of Sheridan Road (State Rt. 141) and Tuesday collection shall be for residences east of Sheridan Road and for those municipal sites identified on Exhibit C to this Contract. Contractor shall not begin collection on any day before 7:00 a.m. or continue collection on any day after 5:00 p.m. Contractor shall not perform collection on Saturdays or Sundays. To ensure that Landscape Waste is collected from all residents on the collection day, Contractor's driver/collector shall check in at Village Hall, 40 East Center Avenue, prior to leaving the Village on each collection day. In addition to this collection schedule, Contractor shall have vehicles available for the collection of Landscape Waste in the

Village on Monday through Friday, inclusive, in order to correct missed pick-ups and provide other services required pursuant to this Contract.

4.7 Monthly Reports

Contractor shall prepare and submit to the Village and the Agency, before the 15th day of each month, a report detailing all Landscape Waste collection and disposal activities for the previous month. Such report shall include, without limitation, the amount and nature of Landscape Waste collected, and shall be on a form provided by the Village. Such reports must include all complaints and missed pickups related to Landscape Waste Collection.

4.8 Missed Pick-Ups

If Contractor receives a complaint about a missed scheduled collection of Landscape Waste, then Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Contract, then Contractor shall cause such collection to be made within 24 hours after receipt of such complaint.

4.9 Public Health Requests.

Contractor shall respond to requests from the Village to collect and dispose of Landscape Waste that results from a natural disaster (including without limitation tornadoes and floods) or a catastrophic event. Contractor shall provide the necessary personnel and equipment to collect all such Landscape Waste. Contractor and the Village shall negotiate and mutually agree upon a reasonable cubic yard rate to cover the cost of collection and disposal. Contractor shall keep an accurate record of the volume of Landscape Waste collected pursuant to this Section 4.9 and the addresses from which all such Landscape Waste was collected.

4.10 Promotion/Educational Programs

Contractor shall, at its sole cost and expense, develop, print and distribute to all residential customers, and all new customers, a brochure establishing regular service throughout the Contract period, approved by the Village, that explains the Landscape Waste collections provided by Contractor. The brochure must include a method for residents to change their refuse service. The brochure shall be updated and distributed whenever there is a change in the service or programs provided, or as directed by the Village, and shall be provided to the Village by Contractor in electronic "PDF" format.

ARTICLE V: FINANCIAL ASSURANCES

5.1 Bond

At the time of execution of this Contract the Contractor shall provide a performance bond, with a corporate surety acceptable to the Village and in the form attached as Exhibit G to this Contract, in the penal sum of \$250,000.00, for the term of this Contract, including any renewal thereof, conditioned upon the faithful performance by the Contractor of its obligations under this Contract and upon its full compliance with the laws of the State of Illinois and ordinances and regulations of the Village, and said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the Contractor.

5.2 Insurance

- A. Contractor shall provide, at Contractor's sole cost, original certificates and policies of insurance from an insurer that has an AM Best rating of not less than

"A-" and a classification of "VIII" or better, certifying that said insurer has read the requirements set forth in this Contract and will issue the required certificates of insurance to Contractor. Throughout the term of this Contract and any renewal thereof the Contractor agrees, at a minimum, to carry and maintain in effect minimum insurance coverage as follows:

1. Worker's Compensation: Contractor shall carry in a company authorized under the laws of the State of Illinois a policy to protect itself against liability under the Workman's Compensation and Occupational Diseases Statutes of the State of Illinois.
 2. Motor Vehicle Liability Insurance: Contractor shall carry in its own name a policy under a comprehensive form to insure the entire motor vehicle liability for its operations with limits not less than \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability and \$1,000,000 each accident for property damage liability. This policy shall name the Village as additional insured as respects the operation of vehicles owned or operated by the Contractor.
 3. General Liability: Contractor shall carry in its own name a comprehensive liability policy for its operations other than motor vehicle with limits of at least \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability, \$1,000,000 each accident for property damage liability. The Village shall be named as an additional insured on this policy.
- B. Said insurance policies shall not be cancelable without 30 days prior written notice to the Village. The Contractor shall furnish the Village with certificates evidencing that the insurance provided for herein is maintained by the Contractor within seven days of the date of any request by the Village.
- C. The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement. Contractor shall procure and maintain at its own cost and expense any additional kinds and amounts of insurance which, in the Contractor's own judgment, may be necessary for its proper protection in the prosecution of the work.

5.3 Indemnification

Contractor shall, and hereby agrees to, indemnify, save, and keep harmless, the Village, its elected and appointed officials, employees, and attorneys against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's negligence, willful misconduct, or failure to perform, including, without limitation, negligence and willful misconduct with respect to the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor or Contractor's employees, Contractor's agents, Contractor's officers, Contractor's subcontractors, and Contractor's independent contractors, except to the extent solely caused by the negligence of the Village.

5.4 Penalties

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body ("**Fines**") arising out of, resulting from, or

relating to, Contractor's negligent performance, or its failure to perform, its duties and obligations under this Contract, including without limitation acts and omissions of Contractor's employees, Contractor's agents, Contractor's officers, Contractor's subcontractors, and Contractor's independent contractors. Contractor may contest any Fines in administrative or court proceedings; provided, however, that Contractor shall pay the Fines prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' and accountants' fees, of protesting any Fines.

ARTICLE VI: STANDARDS FOR PERFORMANCE

6.1 General Quality of Performance; Performance Review

- A. General Standard. The services to be rendered by Contractor shall be performed in an orderly, efficient and workmanlike manner, with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances, all to the reasonable satisfaction of the Village. All property which suffers damage caused by Contractor, including, but not limited to sod, mailboxes, or gardens, 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. Contractor shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear excepted. Contractor shall replace lids or covers on containers immediately after emptying, Contractor's employees shall close all fence gates both upon entering and leaving premises and shall not cut across rear, front, or side yards, or flower beds to adjoining premises without permission of the property owner. Contractor at all times shall perform the Work with as little disturbance to Customers as possible, and shall make every effort to minimize noise and disruption incident to the Work.

- B. Annual Review. Contractor and the Village agree that the performance of the Work under this Contract, and the provisions of this Contract, shall be subject to review once during each year of the term of this Contract. Such review shall be at a meeting designated by the Village Administrator, with not less than 21 days advance written notice to Contractor of the date, time and location of the meeting. The Village may designate any appropriate officials and employees of the Village to attend. Contractor shall attend through its officials and employees of Contractor with authority to resolve performance and Contract issues under the Contract.

6.2 Holiday Collection

Contractor shall not be required to perform Work on the following days: New Year's Day, Memorial Day, Independence Day (July 4), Veteran's Day, Labor Day, Thanksgiving Day, and Christmas Day.

6.3 Quality of Employees

Contractor shall provide personnel to perform the Work who are competent, capable, courteous, and qualified. If any such employee fails to perform the Work in a professional and workmanlike manner, then Contractor shall immediately upon notice from the Village replace such employee with another employee satisfactory to the Village.

6.4 Subcontractors

- A. Approval and Use of Subcontractors. Contractor shall perform the Work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Contractor shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor shall not relieve Contractor of full responsibility and liability for the performance of the Work. All Work performed under any subcontract shall be subject to all of the provisions of this Contract, and every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors of Contractor.
- B. Removal of Subcontractors. If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, then Contractor shall immediately upon notice from the Village terminate such subcontract. Contractor shall have no claim for damages, or for compensation in excess of the Contract Price, as a result of any such termination.

6.5 Risk of Loss

The Work and everything pertaining thereto shall be performed and maintained at the sole risk and cost of Contractor. Contractor shall have no claim against the Village because of any damage or loss to the Work or Contractor's equipment, materials, or supplies.

6.6 Safety

Contractor shall be solely and completely responsible for the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to prevent injury to persons and damage to property.

6.7 Cleanliness

- A. Generally. Contractor shall perform the Work in a clean and orderly fashion and shall not cause to be deposited, or allow to remain, any Recyclable Materials, Solid Waste, or Landscape Waste at any pick-up area during performance of the Work. Contractor shall close all container covers and shall replace all containers to their proper locations. Contractor shall take all reasonable actions to avoid clutter and damage, as a result of its operations, to curbs, streets, alleys, pavement, utilities, adjoining property, and all property of the Village. Contractor shall leave all property affected by its operations in a clean condition.
- B. Cleanup of Spills. Contractor shall immediately clean up any Recyclable Materials, Solid Waste, and Landscape Waste that it may have caused to spill onto private premises, parkways, streets, alleys, or other public places, in a neat and workmanlike manner. If such materials or fluids are not cleaned up within eight hours after notice (written or oral) from the Village, then the Village may perform the clean up and bill the cost of that clean up to Contractor. Contractor shall reimburse the Village within 30 days after receipt of an invoice for those costs.

6.8 Equipment Contractor shall furnish, and shall maintain in a neat, clean, and sanitary condition, enclosed modern automated collection equipment approved by the Village for use in performing the Work. Contractor shall provide a sufficient number of vehicles for regular collection service. All vehicles shall be kept in good repair and appearance and shall must be

maintained in a sanitary condition at all times. Each vehicle shall limit vehicle noise, not attributed to the collection/operational activities, odor, and emissions. Each vehicle shall have Contractor's name, Contractor's telephone number, and a vehicle identification number clearly marked and visible on the side. No vehicle shall displace or leak fluids, oil, hydraulic fluids, or the like. No vehicle in need of repair shall be used at any time within the Village. Alternate vehicles must be used but not as to delay or postpone regular collection schedules. If a vehicle is not operating properly, then Contractor must provide a substitute vehicle immediately that complies with the requirements of this Contract. Contractor may use a replacement, open truck on a temporary basis in case of emergency, but only with the prior express written approval of the Village. Contractor acknowledges the desire of the Village to promote the use of alternative fuels and agrees to give priority to the Village and the Work in deploying its vehicles that are fueled by compressed natural gas.

6.9 Storage

Contractor shall not store, or allow to be stored, any equipment or materials on any private property in the Village except in strict compliance with Village laws, statutes, codes, ordinances, resolutions, rules, and regulations. Under no circumstances shall Contractor store any equipment or materials on or in any public property or facility within the Village without the prior express written approval of the Village. Nothing in this Section shall be construed to affect the use of those Recycling Containers or Solid Waste Containers at municipal collection sites as identified in Exhibits C and E to this Contract which are otherwise in accordance with the terms of this Contract.

6.10 Damage to Property

- A. Restoration. Contractor shall promptly, and without charge to the Village, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the Village, any damage done by Contractor to any property, public or private, as a result of the Work. If Contractor fails to promptly repair or restore any such damage, then the Village may, after 48 hours written notice to Contractor, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and charge all costs related thereto to Contractor. If the Village determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the Village may cause such repair or restoration to be made without notice to Contractor and charge all costs related thereto to Contractor. Contractor shall pay all costs to the Village within five days after receiving notice thereof from the Village.
- B. Containers. Contractor shall, at its sole expense, maintain and replace, as necessary, the Containers, Recycling Containers and Toters.
- C. No Waiver. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

6.11 Telephone

Contractor shall maintain a toll-free telephone (local exchange) with an attendant from Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. to service inquiries, requests, and complaints in connection with the Work.

6.12 Identification

All of Contractor's own personnel and all of Contractor's subcontractors' personnel shall visibly carry distinctive personal identification at all times while performing Work within the Village. All such personnel driving a vehicle shall carry, at all times, a valid Illinois Operator's License for the type of vehicle being driven, including proper evidence of a commercial driver's license as required by law.

6.13 Complaints; Processing

- A. Generally. Contractor shall cooperate with the Village in minimizing complaints from the Customers and other Village residents. Excessive complaint levels that are not resolved within a reasonable time of Contractor receiving notice from the Village of such complaints, shall be due cause for the Village to terminate this Contract.
- B. Initial Response. Contractor shall give all complaints received by it prompt and courteous attention. Contractor shall respond personally to every Customer from whom a complaint is received within 24 hours after receipt of such complaint; except that, if Contractor receives a complaint about a missed scheduled collection, then Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Contract, then Contractor shall cause such collection to be made within 24 hours after receipt of such complaint.
- C. Referral to Village. If Contractor is unable to resolve a complaint in a manner satisfactory to both Contractor and the Customer, then Contractor, within 48 hours after receipt of such complaint, shall deliver notice of such complaint to the Village Administrator, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and Contractor's response to the complaint. The Village Administrator or his or her designee shall arbitrate each such complaint, and the decision of the Village Administrator or his or her designee concerning each such complaint shall be final and binding on Contractor.
- D. Monthly Report. Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing each complaint received from any customer, including without limitation the name of the customer, the date and hour the complaint was received, the nature of the complaint, the investigation undertaken in response to the complaint, and the nature, date, and hour of the disposition of the complaint.

6.14 Improperly Prepared or Improper Materials

When Contractor encounters any Solid Waste, Landscape Waste, or Recyclable Materials prepared improperly by any customer for collection, or materials not proper for collection from residential dwellings such as hazardous or medical waste, then Contractor may leave such improperly prepared or improper material and Contractor shall post a notice with

such customer, on a form approved by the Village, noting the problem. In the event that Contractor fails to provide such notice or provides inadequate notice, Contractor shall pickup such materials in 24 hours of receiving notification free of charge.

6.15 Discontinuation of Service

Contractor shall notify the Village in writing of any discontinuation of service at any property within the Village in excess of 30 days.

6.16 Audit

The Village reserves the right to audit Contractor's records as follows:

- A. The Village shall have the authority to review and audit all records and receipts of Contractor regarding this Contract. The Contractor shall be given ten (10) calendar days notice of the review or audit.
- B. The Contractor shall keep its books and records in such a manner as will readily facilitate the assessment of the Contractor's billing, collecting, and recycling activities in the Village.

6.17 Illegal Aliens

Contractor shall not employ any alien in the United States in violation of the Immigration and Nationality Act, 8 U.S.C. §1101 et seq.

6.18 Failure to Perform – Insolvency – Non-Assignability

- A. In the event Contractor in any way shall fail to collect and/or dispose the Solid Waste, Recyclable Material, or Landscape Waste as required of it pursuant to this Contract for any one week, then:
 - 1. Contractor shall give immediate notice to the Village of such failure in writing stating therein the reasons for such failure;
 - 2. The Village may then proceed with the Work itself or cause such Work to be undertaken by a third party, and the Village shall have the right to bill Contractor for all costs incurred by it by reason of such failure of Contractor to perform; and
 - 3. At the election of the Village, Contractor shall pay said costs to the Village, or shall allow the Village credit for past services rendered which may be due and owing.
- B. In the event that any failure or alleged failure on the part of Contractor to collect the material herein provided to be collected and disposed of by Contractor shall continue for a period of 10 days following written notice of such failure, and provided such failure shall not be due to strikes, catastrophe, acts of God, or other causes beyond Contractor's reasonable control, then the Village, at its option, may continue to proceed according to Section 6.18A above, or may terminate this Contract and/or proceed to a legal determination for loss or damage due to such breach of contract or proceed to call upon Contractor's performance bond or pursue such other remedies as by be available to the Village pursuant to this Contract or by applicable law.

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

6.19 Equal Opportunity

During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or ancestry, and further, that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

6.20 Prevailing Wage

- A. This Contract is subject to "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the Sate, County, Village or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.
- B. The "prevailing rate of wages" will be used for work done under this contract, and the following conditions will be required:
 - 1. Not less than the prevailing rate of wage as found by the Village or the Department of Labor or determined by a court on review shall be paid to all laborers, workers, and mechanics performing work under this Contract. These prevailing wages are included in this Contract.
 - 2. Contractor and each subcontractor shall keep accurate records showing names and occupations of all laborers, mechanics, and workers employed by them on this Contract, and also showing the actual hourly wage paid to each such person.
 - 3. The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.
 - 4. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract.

6.21 No Village Responsibility for Stoppages or Delays

It is expressly agreed that in no event shall the Village be liable or responsible to the Contractor, or any other person, on account of stoppages, or delay in work herein provided for,

by injunction or other legal or equitable proceedings brought against the Contractor, or from, or by account of, any delay from any cause whatsoever.

ARTICLE VII: TERM; EXTENSION

7.1 Term

The Contract shall be effective for a five-year term. Contractor shall commence the Work on February 1, 2017, and shall diligently and continuously prosecute the Work at all times thereafter through March 31, 2022.

7.2 Extension

The Village may, at its sole option, renew this Contract for an additional two year term by providing written notice of such renewal to Contractor not less than 120 days prior to the end of the initial term of this Contract.

ARTICLE VIII: DISPUTES AND REMEDIES

8.1 Dispute Resolution Procedure

- A. Notice of Disputes and Objections. If Contractor disputes or objects to any direction, instruction, determination, or decision of the Village, then Contractor may notify the Village in writing of its dispute or objection; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as directed, instructed, determined, or decided by the Village, without regard to such dispute or objection. Unless Contractor so notifies the Village within two business days after receipt of such direction, instruction, determination, or decision, Contractor shall be deemed to have waived all such disputes or objections and all claims based thereon.
- B. Resolution of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the parties agree to engage in good faith negotiations. Within three business days after the Village's receipt of Contractor's written notice of dispute or objection, a conference between the Village and Contractor shall be held to resolve the dispute. Within three business days after the final conference, the Village shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of the Village, then it shall give the Village notice thereof and, in such notice, shall state its final demand for settlement of the dispute.

8.2 Contractor's Remedies

If the Village fails or refuses to satisfy a final demand made by Contractor pursuant to Section 8.1 of this Contract or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 business days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

8.3 Village's Remedies

If it should appear at any time that Contractor has failed, refused, or delayed to perform or satisfy any requirement of this Contract and has failed to cure such failure within ten business days after written notice thereof from the Village, then the Village shall have the right, at its

election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. The Village may require Contractor to take any action necessary to bring Contractor into strict compliance with this Contract.
- B. The Village may perform or have performed all Work necessary for the accomplishment of the results stated in Subsection 8.3A of this Contract and withhold or recover from Contractor the cost and expense, including attorneys' fees and administrative costs, incurred by the Village in connection therewith.
- C. The Village may terminate this Contract.
- D. The Village may recover any damages suffered by the Village.

8.4 Non-Enforcement by the Village

Contractor shall not be excused from complying with any of the terms and conditions of this Contract by any failure of the Village, upon any one or more occasion, to insist upon Contractor's performance of, or to seek Contractor's compliance with, any one or more of said terms or conditions.

ARTICLE IX: LEGAL RELATIONSHIPS AND REQUIREMENTS

9.1 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, or done pursuant to, this Contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the Village and Contractor.

9.2 Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against the Village.

9.3 Title to Materials; Disposal Responsibilities

Title to all Solid Waste, Landscape Waste and Recyclable Materials shall vest in Contractor at the time it is placed in Contractor's vehicles or equipment. The Village shall have no responsibility for the disposal of any Solid Waste and Recyclable Materials and all such disposal shall be accomplished by Contractor at its sole risk and expense. Nothing in, or done pursuant to, this Contract shall be construed to create any responsibility on the part of the Village for disposal of any Solid Waste, Landscape Waste, and Recyclable Materials once title thereto has vested in Contractor pursuant to this Section. Contractor shall dispose of all Solid Waste, Landscape Waste and Recyclable Materials collected pursuant to this Contract in accordance with this Contract all applicable federal and state laws and regulations.

9.4 Compliance with Laws and Grants

Contractor shall obtain all required governmental licenses, approvals, and permits that may be required in connection with performing the Work, and shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is performed in accordance with all applicable statutes, ordinances, rules, and regulations, including without

limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, disability, or other prohibited classification, including without limitation the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. [formerly Ill. Rev. Stat. ch. 68, §§ 1-101 et seq.], the Discrimination in Public Agreements Act, 775 ILCS 10/1 et seq. [formerly Ill. Rev. Stat. ch. 29, §§ 17 et seq.], the Illinois Fair Employment Practices Act, and the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; and any statutes regarding safety or the performance of the Work including the Occupational Safety and Health Act; and any statutes relating to the handling and disposal of Solid Waste, Landscape Waste and Recyclable Materials, including Subtitle D.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

9.5 Changes in Laws

The parties agree to enter into negotiations regarding a price adjustment for Contractor's performance of future services under this Contract in the event that there is a substantial change of any nature (by modification, addition or deletion of any provisions) in any Federal, State or local environmental or waste disposal law, ordinance or regulation, and such event causes, or will cause, a substantial increase in Contractor's future costs of performing its obligations under this Contract. Upon the occurrence of such an event, Contractor shall notify the Village in writing of its request to negotiate a price adjustment, and shall submit documentation of the cost increases it anticipates as a result of such event. The parties shall have 60 days from the date that Contractor has delivered the notice to the Village in which to agree mutually on a price adjustment. If the parties do not agree on a price adjustment then Contractor may proceed pursuant to Section 8.1 and 8.2 of this Contract. This Section 9.5 shall not apply to changes in any Federal, State, or local laws that may impact or effect host agreements entered into by Contractor.

9.6 Governing Laws

This Contract and the rights of the parties hereunder shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

9.7 Taxes

The Village is exempt from state and local sales, use, and excise taxes. A letter of exemption will be provided to Contractor, if necessary. The Village will not reimburse or assist Contractor in obtaining reimbursement for any state or local sales, use, or excise taxes paid by Contractor. Contractor shall be required to reimburse the Village for any such taxes paid. Failure of Contractor to comply with the provisions of this Section shall entitle the Village to withhold or recover from Contractor the costs thereof.

9.8 Employee Taxes and Benefits

Contractor shall be fully and exclusively liable for the payment of any and all contributions or taxes for unemployment insurance, old age, or retirement benefits, pensions, annuities, or other similar benefits for employees of Contractor; shall accept full and exclusive liability for payment by all of its subcontractors and suppliers of any and all such contributions or taxes; shall comply with all applicable laws and regulations respecting the assumption of liability for such taxes or contributions; and shall reimburse the Village for any such taxes or contributions that the Village may be required to pay.

9.9 Force Majeure

Whenever a period of time is provided for in this Contract for either the Village or Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm, earthquake, tornado, or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be “beyond Contractor’s control” if committed, omitted, or caused by Contractor, Contractor’s employees, officers or agents or a subsidiary, affiliate or parent of Contractor or by any corporation or other business entity that holds a controlling interest in Contractor, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of Contractor’s employees would not be an act “beyond Contractor’s control”). Contractor shall promptly notify the Village when Contractor reasonably believes that an event constituting a “force majeure” under this Section has occurred.

9.10 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the Village prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other party, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village’s option, be null and void.

9.11 Confidential Information

All information supplied by the Village to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of the Village, be used for any purpose other than performance of the Work.

9.12 Assignment

Contractor shall not assign or subcontract this Contract or the Work or any part thereof, to any other person, firm, or corporation without prior written consent of the Village, but Contractor may perform its obligations hereunder through its subsidiaries, affiliates or divisions. Approval, if any, for such assignment shall be made by the Village. Such assignment shall not relieve Contractor from its obligations or change the terms of this Contract.

9.13 Responsibility At End of Term Or Termination

In the event that this Agreement is terminated or at the end of the Term, Contractor must cooperate with the Village in good faith to insure a smooth transition to, and continuity of services for, the Village’s new waste hauler. Contractor shall, at the time this Agreement is terminated or no less than 90 days, but no more than 120 days, before the end of the Term, provide the Village with a list of all customers in the Village, which list shall include the current size of each Customer’s Toter and Recycling Container, a list of all A La Carte Services purchased by each customer, and information on the additional services provided to each customer.

9.14 Notices

Except as otherwise explicitly provided in this Contract, all notices required or permitted to be given under this Contract shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Mr. R. Drew Irvin
Village Administrator
Village of Lake Bluff
40 East Center Avenue
Lake Bluff, IL 60044

with a copy to:

Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Peter M. Friedman

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Attention: _____

with a copy to:

Attention: _____

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices to such party, but no notice of a change of address shall be effective until actually received.

9.15 Binding Effect

This Contract shall be binding upon the Village and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, officials, employees, agents, and representative of such party.

9.16 Contractor Acknowledgment

Contractor acknowledges that (a) it has carefully read the terms, conditions and provisions of this Contract; (b) it accepts, without reservation, the obligations imposed by said

terms, conditions, and provisions; (c) it agrees to accept the validity of said terms, conditions, and provisions; and (d) it agrees to abide by said terms, conditions, and provisions.

9.17 Authority to Execute

Contractor hereby warrants and represents to the Village (a) that it has the right, power, and authority to enter into this Contract and to agree to the terms, provisions, and conditions set forth herein; (b) that all legal actions needed to authorize the execution, delivery, and performance of this Contract have been taken; and (c) that neither the execution of this Contract nor the performance of the obligations assumed by Contractor hereunder will (i) result in a breach or default under any agreement to which Contractor is a party or (ii) violate any statute, law, restriction, court order, or agreement to which Contractor is subject.

9.18 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability. If any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, then neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract, shall be in any way affected thereby.

9.19 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and Contractor.

9.20 Exhibits

The Exhibits attached to this Contract are, by this reference, incorporated in and made a party of this Contract. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Contract shall control.

9.21 Entire Contract

This Contract sets forth the entire agreement of the parties with respect to the accomplishment of the Work and the rates and charges therefor, and there are no other understandings or agreements, oral or written, between the parties with respect to the Work and the rates and charges therefor. In the event that any conflict exists between any provisions of this Contract, that provision which provides the greatest protection to the Village shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in five original counterparts as of the day and year first written above.

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF LAKE BLUFF

By: _____

Its: _____

Attest:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

EXHIBIT A

RATES AND CHARGES

1. Recyclable Material, Solid Waste, and Landscape Waste Charges.
 - a. For Recyclables Collection (curbside) as described in Article II of this Contract, weekly curbside Solid Waste Collection as described in Article III of this Contract and weekly curbside Landscape Waste Collection as described in Article IV of this Contract

-- \$_____ per unit per month
 - b. Pick-up and disposal of 30 cubic yard roll-off container for Recyclable Materials at Public Works Center to the extent the containers exceed 52 per year as provided in Exhibit B to this Contract

-- \$_____ per container disposal *plus*
\$_____ per ton (after the initial 52 containers per year).

2. Additional Charges for A La Carte Services Requested by Customer. (this is the additional cost to be paid by the Customer)
 - a. For weekly backdoor Solid Waste, Recyclable Materials, and Landscape Waste Collection

\$_____ per household per month
 - b. For twice-weekly curbside Solid Waste, Recyclable Materials, and Landscape Waste Collection

\$_____ per household per month
 - c. For twice-weekly backdoor Solid Waste, Recyclable Materials, and Landscape Waste Collection

\$_____ per household per month
 - d. Extra cart rental fee

\$_____ per cart
 - e. Curbside collection of Solid Waste and Recyclable Materials for residents who request special curbside pickup when the resident has more Solid Waste and/or Recyclable Materials than fits into the carts

\$_____ per cubic yard

f. Curbside collection of an Additional Solid Waste Container

\$_____ per Additional Solid Waste Container
(sticker fee)

3. White Goods Collection. \$_____ per unit.

EXHIBIT C

MUNICIPAL COLLECTION SITES

<u>SITE</u>	<u>DUMPSTER SIZE</u>	<u>FREQUENCY OF COLLECTION</u>
Village Hall, 40 E. Center Ave.	95 gal. cart	Once a week
Public Safety Bldg., 45 E. Center	95 gal. cart	Once a week
Lake Bluff Library, 127 E. Scranton	(2) 95 gal. carts	Once a week
Public Works Center, 640 Rockland	(2) 20 cubic yard recyclable roll-offs	As needed
	(1) 30 cubic yard solid-waste roll-off	As needed

EXHIBIT D

SPECIALIZED PICK-UP LOCATIONS

Locations	Number of Stops
Shore Acres	24
Shore Acres Circle: 249, 260, 240	
Shore Acres Road: 420, 455, 555, 1955, 1995, 1945, 1921, 1750, 1760, 1765, 1776, 1875, 1825, 1850, 1815, 1810, 1800, 1801, 1799, 1780, 1700	
Crab Tree Farms	7
Crab Tree Lane: 100, 700	
Sheridan Road: 982x2, 962, 925, 975	
Arden Shores	3
Arden Shore Road: 270, 280, 670	
Arbor Drive	8
400, 475, 500, 600, 650, 675, 700	
1150 Arbor Ct	
Bluff Road	
777, 771, 701, 699	4
Ravine Avenue	1
733	
Alley off of Simpson Avenue	6
Simpson Av: 420	
Ravine Av: 604, 602, 600	
E Prospect: 615, 617	
Alley between Foss/Newman	11
E Sheridan Pl: 249, 303	
Foss: 367, 363, 359, 355, 348	
Newman: 362, 354, 356, 350	
Alley between Hirst/Vincent	10
Vincent: 321, 353, 357, 363, 367	
Hirst: 350, 354, 360, 362, 370	
E Witchwood	2
337, 349	
Moffett Rd	7
115, 101, 107, 113, 131, 111, 109	
Lakeland Dr	3
550, 575, 600	
Forest Cove	2
760, 700	
Cambridge Lane	1
Address is 1 Moffett Rd	
Green Bay Rd	5
1050, 1600, 1650, 800, 1010, 50	

EXHIBIT E

MUNICIPAL SOLID WASTE COLLECTION SITES

SITE	CONTAINER	FREQUENCY OF COLLECTION
Village Hall, 40 E. Center	(2) 95 gallon Toters	once-a-week
Public Safety Building, 45 E. Center	(2) 2 cubic yard containers	once-a-week
Lake Bluff Library, 127 E. Scranton	(2) 95 gallon Toters	once-a-week
Public Works Facility, 640 Rockland Rd	(1) 2 cubic yard container	Mon/Fri
	(4) 6 cubic yard containers	Mon/Wed/Fri and as needed
	2 trash, 1 yard waste, 1 co-mingle recycle	
	(1) 20 yard roll off (paper recycle)	Fri and as needed
	(1) 30 yard roll off (construction debris)	Fri and as needed
Tangley Oaks	(6) Containers	once-a-week
	East of 900 Armour Dr, Between Hamilton and Heathrow Ct, End of James Ct, Next to 25 Brierfield, Between ponds, Back of Terlato wines.	
Train Station	(4) Containers	Mon/Wed/Fri and as needed
	3 containers around station, 1 in closet	
Central Business District	(18) Trash (3) recycle	Mon/Wed/Fri/Sat and as needed
	40 E Center, 36 E Center, 28 E Center	
	57 E Scranton, 105 E Scranton,	
	127 E Scranton, 110 E Scranton,	
	50 E Scranton, 26 E Scranton, 10 E Scranton,	
	North side of Village Green 1 trash and recycle	
	East side of Village Green 2 trash and recycle	
McClory Bike Path	(5) containers	Mon/Fri
	Across from E Blodgett	
	Across from Arbor Dr	
	Across from E Sheridan Pl	
	Across from Ravine Forest Dr	
	Across from Sunste	
North Shore Bike Path	(3) containers	Mon/Fri
	Across from PW	
	Green Bay & Rt 176	
	East end of W Center Av	
Open Lands	(3) containers	Mon/Fri
	Next to Mariani	
	Wimbledon Court	
Washington Park	(1) Container	Mon/Fri
	(1) Container	Mon/Fri
	by E Washington cut through	

EXHIBIT F

SPECIAL EVENT SERVICE LOCATIONS

Farmer's Market	All CBD Cans	Every Friday June through October
4 th of July Parade	(1) 20 yard roll off (low wall)	July 4 th
Rib Fest	(1) 20 yard roll off (low wall)	TBD
Bike Race/Block Party	(2) 20 yard roll off (low wall)	TBD
TBD	(1) 20 yard roll off (low wall)	TBD
TBD	(1) 20 yard roll off (low wall)	TBD
TBD	(1) 20 yard roll off (low wall)	TBD
TBD	(1) 20 yard roll off (low wall)	TBD

EXHIBIT G

FORM OF PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____,
(Here insert full name and address of the CONTRACTOR)

as Principal, hereinafter called the CONTRACTOR, and

_____,
(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village of Lake Bluff; _____, IL 60044, as Obligee, hereinafter called the Village of Lake Bluff, in the full and just sum of _____ DOLLARS (\$250,000.00), for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the CONTRACTOR's failure to promptly and faithfully perform its contract with the VILLAGE, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, 2016, with the Village entitled "CONTRACT AGREEMENT FOR REFUSE LANDSCAPE WASTE COLLECTION AND DISPOSAL, FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the CONTRACTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said the CONTRACTOR under the Contract, including, but not limited to, the CONTRACTOR's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste, landscape waste, and recyclables from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of Illinois and ordinances and regulations of the Village in connection therewith; (3) to procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the Village against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (6) to do all other things required of the CONTRACTOR by the Contract; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either the Village or the CONTRACTOR to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; or in or to the mode or manner of payment therefor shall in any way release the CONTRACTOR and Surety or either or any of them, or any of their heirs, executors, administrators, successors,

or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance, and notice of any and all defaults by the CONTRACTOR or of the Village 's termination of the CONTRACTOR, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of the CONTRACTOR's default be greater than the obligations of the CONTRACTOR under the Contract in the absence of such CONTRACTOR default.

In the event of a default or defaults by the CONTRACTOR, the Village shall have the right to reimburse itself from the proceeds of this bond for any and all costs, expenses, losses, damages, liquidated damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and/or chargeable to the CONTRACTOR under the Contract. In addition, the Village shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay the Village all costs incurred by the Village in taking over and completing the Contract or, at its option, the Village may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which the Village notifies Surety that the Village wants Surety to take over and complete the Contract.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of the CONTRACTOR in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators, or successors of the Village .

Signed and sealed this ____ day of _____, 2016.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

**APPENDIX B
VILLAGE RATE PROPOSALS**

1. Recyclable Material, Solid Waste, and Landscape Waste Charges.

- a. For Recyclables Collection (curbside) as described in Article II of the Agreement, weekly curbside Solid Waste Collection as described in Article III of the Agreement and weekly curbside Landscape Waste Collection as described in Article IV of the Agreement (unlimited amount of Recyclables, Solid Waste, and Landscape Waste so long as in a Contractor issued container)

\$_____ per household per month

- b. Pick-up and disposal of 30 cubic yard roll-off container for Recyclable Materials at Public Works Center to the extent the containers exceed 52 per year as provided in Exhibit B to the Agreement

\$_____ per container disposal (after the initial 52 containers per year); or

\$_____ per ton (after the initial 52 containers per year).

2. Additional Charges for A La Carte Services Requested by Customer. (this is the additional cost to be paid per household)

- a. For weekly backdoor Solid Waste, Recyclable Materials, and Landscape Waste Collection

\$_____ per household per month

- b. For twice-weekly curbside Solid Waste, Recyclable Materials, and Landscape Waste Collection

\$_____ per household per month

- c. For twice-weekly backdoor Solid Waste, Recyclable Materials, and Landscape Waste Collection

\$_____ per household per month

- d. Extra cart rental fee

\$_____ per cart

- e. Curbside collection of Solid Waste and Recyclable Materials for residents who request special curbside pickup when the resident

has more Solid Waste and/or Recyclable Materials than fits into the carts

\$_____ per cubic yard

f. Curbside collection of an Additional Solid Waste Container

\$_____ per Additional Solid Waste Container
(sticker fee)

3. White Goods Collection. \$_____ per unit.

4. Bid Alternative. For Recyclables Collection (curbside) as described in Article II of the Agreement, weekly curbside Solid Waste Collection as described in Article III of the Agreement and weekly curbside Landscape Waste Collection as described in Article IV of the Agreement, but any excess waste must be placed in a 35 gallon container with a sticker

\$_____ per household per month

\$_____ per sticker

5. Payment for Recyclable Materials.

a. The amount the Contractor shall pay to the Village for Recyclable Materials collected

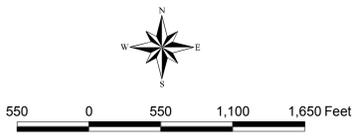
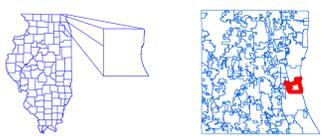
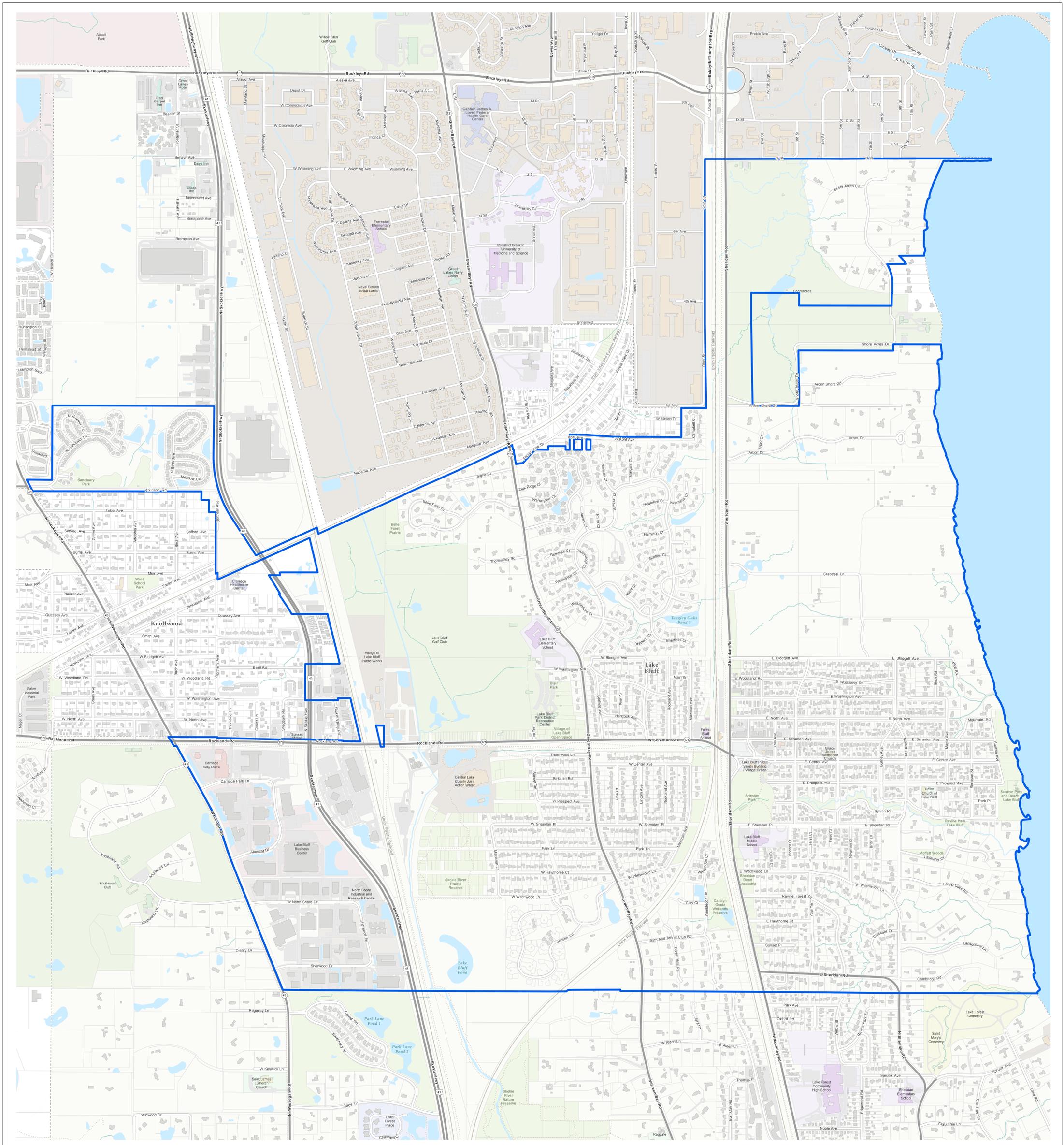
\$_____ per ton; or

b. The percentage of the proceeds from the sale of the Recyclable Materials to be paid to the Village

_____%

**APPENDIX C
MAP OF STREETS**

Village of Lake Bluff



Revised:
2015

Landmark Classification		District Boundary
	Agriculture, Food, and Livestock	
	Banking and Finance, Commercial and Retail	
	Emergency Response and Law Enforcement	
	Education	
	Health and Medical	
	Industry; Mail and Shipping	
	Public Attractions	
	Parks and Forest Preserves	
	Water	
	Cemetery	
	Golf Course	

**APPENDIX D
FORM OF PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address of the CONTRACTOR)

as Principal, hereinafter called the CONTRACTOR, and

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village of Lake Bluff, IL as Obligee, hereinafter called the Village, in the full and just sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Village, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, 2016, with the Village entitled "RESIDENTIAL RECYCLABLE, SOLID, AND LANDSCAPE WASTE COLLECTION SERVICES AGREEMENT" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the CONTRACTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said CONTRACTOR under the Contract, including, but not limited to, the Contractor's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste, landscape waste, and recyclables from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of Illinois and ordinances and regulations of the Village in connection therewith; (3) to procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the Village against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (6) to do all other things required of the CONTRACTOR by the Contract; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either the Village or the CONTRACTOR to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or

specifications; in or to the method or manner of performance of the Work; or in or to the mode or manner of payment therefor shall in any way release the CONTRACTOR and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance, and notice of any and all defaults by the CONTRACTOR or of the Village's termination of the CONTRACTOR, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of the Contractor's default be greater than the obligations of the CONTRACTOR under the Contract in the absence of such CONTRACTOR default.

In the event of a default or defaults by the CONTRACTOR, the Village shall have the right to reimburse itself from the proceeds of this bond for any and all costs, expenses, losses, damages, liquidated damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and/or chargeable to the CONTRACTOR under the Contract. In addition, the Village shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay the Village all costs incurred by the Village in taking over and completing the Contract or, at its option, the Village may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which the Village notifies Surety that the Village wants Surety to take over and complete the Contract.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of the CONTRACTOR in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators, or successors of the Village.

Signed and sealed this _____ day of _____, 2016.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____

**APPENDIX E
INSURANCE AND INDEMNITY REQUIREMENTS**

A. Insurance Requirements

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

<u>Type of Insurance</u>	<u>Required Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000 per accident \$1,000,000 disease (policy limit) \$1,000,000 disease (each employee)
3. Commercial General Liability, including "occurrence" coverage for:	
a. Premises and operations, independent Contractors protective, contractual liability, broad form property damage and XCU hazards	\$1,000,000 per occurrence for bodily injury and property damage combined. \$2,000,000 annual aggregate per location for bodily injury and property damage combined.
b. Products and completed operations (including broad form property damage)	\$1,000,000 per occurrence for bodily injury and property damage combined. \$2,000,000 annual aggregate for bodily injury and property damage combined.
c. Personal injury liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability)	\$1,000,000 per accident for bodily injury and property damage combined.
5. Umbrella/Excess liability (to apply as excess over 2, 3 and 4 above)	\$5,000,000 per occurrence \$5,000,000 annual aggregate

B. Miscellaneous Provisions

1. The insurance policies set forth in Sections A3 and A5 of this Appendix shall continue to be maintained for a period of two years following the termination of the proposed Agreement.
2. Equivalent insurance must be maintained by each subcontractor of the Contractor.
3. All insurance companies must be reasonably acceptable to the Village and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.
4. All liability coverages shall be written on an occurrence basis.

5. Prior to commencing Services under the RFP, the Contractor shall deliver, or cause to be delivered, to the Village certificates of insurance (and other evidence of insurance requested by the Village) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than 10 days prior to the effective date of each renewal or replacement policy or coverage.
6. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least 30 days' prior written notice has been given to the Village by certified mail.
7. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Village and the additional insureds set forth below.
8. The insurance policies set forth in Sections A3, A4, and A5 of this Appendix shall be endorsed to include the Village, the directors, officers, employees, agents and members of the Village, as additional insureds for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional insureds.

**APPENDIX F
DRAFT AGREEMENT
LAKE BLUFF PARK DISTRICT**

THIS AGREEMENT entered into by and between _____
(hereafter the “Contractor”) and the LAKE BLUFF PARK DISTRICT (hereafter “Park District”).

WHEREAS, Contractor will be performing services and work for the Park District as set forth in the Proposal for Waste Removal which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Contractor may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

WHEREAS, this Agreement and the Proposal (as modified herein) comprise the terms of the engagement of the Contractor by the Park District and are hereby incorporated into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To 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 during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

2. To the fullest extent permitted by law, to waive any and all rights of contribution against the Park District and to indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Park District would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Park District, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of the Park District, at all times during the performance of any work referred to above Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Workers' Compensation:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoremen's): Statutory
- c. Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee

2. Commercial General Liability:

1. \$2,000,000.00 General Aggregate
2. \$1,000,000.00 Products Completed Operations Aggregate
3. \$1,000,000.00 Personal and Advertising Injury
4. \$1,000,000.00 Each Occurrence
5. \$ 50,000.00 Fire Damage (any one fire)
6. \$ 5,000.00 Medical Expense (any one person)

3. Business Automobile Liability (including owned, non-owned and hired vehicles):

- a. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
- b. Property Damage:
 - \$1,000,000.00 Per Occurrence

4. Umbrella Excess Liability:

- \$2,000,000.00 over Primary Insurance

4. To have all policies of insurance purchased or maintained in fulfillment hereof name the Park District as an additional insured thereunder and the Contractor shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages and the addition of the Park District as an insured. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an “occurrence” basis rather than a “claims-made” basis. Failure of Park District to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Park District. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.
5. To agree that nothing contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the “additional insureds” have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.
6. To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
7. Prevailing Wage Act Notification to Contractors: Pursuant to P.A. 96-0437, effective January 1, 2010, a public body that fails to provide written notice to its public works contractors that a project is subject to Illinois prevailing wage requirements is, itself, liable for interest, penalties and fines as stated under Section 4(a-3) of the Act. Failure by the public body to provide written notice

does not relieve the contractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, to the extent applicable under the Act. This notice is being provided for the mutual benefit of you and the Village.

This contract may call for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors, to the extent that the Act applies, to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. Related to the Act, the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1, et seq., requires contractors and subcontractors performing services on public works to have in place a written substance abuse program, which meets or exceeds the program requirements in this Act, on file with the Village.

To the extent that the Act applies, all contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping and submittal duties, including the Substance Abuse Prevention on Public Works Act. If the contractor determines that the Act does not apply to it, contractor shall—in lieu of certified payrolls—submit a letter stating that the Act does not apply to it and setting forth the reasons therefor.

8. Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the

Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

9. Modification to "Terms and Conditions attached to Proposal":

(a) The 11th paragraph is modified by deleting all language after the term "performed" such that the 11th paragraph now reads, "Customer agrees that _____ must have access to the property where contract is to be performed."

(b) The 12th paragraph concerning payment is deleted and replaced with the following new language, "Payment in full is due at completion of the work authorized under this contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act."

(c) The 13th paragraph is deleted and replaced with the following new language, "In any suit or action arising under this Contract the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation."

(d) The 14th paragraph is deleted. The requirements for insurance from Contractor are as set forth in this Agreement.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or Subcontractors are in no sense employees of the Park District, it being specifically agreed that the Contractor bears the relationship of an independent Contractor to the Park District.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this

_____ day of _____, 20_____.

Lake Bluff Park District

Name

Name

Title

Title

4815-1978-7308, v. 1

