

VILLAGE OF HINSDALE

A CONTRACT BETWEEN THE VILLAGE OF HINSDALE AND ALLIED WASTE SERVICES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS

Pursuant to and in accordance with Title 4, Chapter 3 of the Hinsdale Municipal Code, as it may be amended from time to time, the Village of Hinsdale, an Illinois municipal corporation, (the "Village") extends its award to Allied Waste Services of North America LLC, a Delaware limited liability company, a Delaware limited liability company d/b/a Republic Services of Melrose Park authorized to do business in Illinois, (the "Contractor") and the Contractor accepts, of this exclusive contract and license to collect and dispose of solid waste and landscape waste, and a non-exclusive, revocable contract to collect recyclable materials, from all residential dwellings (the "Contract") as of November 1, 2018. In consideration of the mutual promises set forth below, the Village and the Contractor hereby agree as follows:

ARTICLE I: THE WORK

1.1 General Definition of the Work

The Work is defined as the collection and disposal of all municipal and residential solid waste from the Village and from all residential dwellings in the Village (the "Customers") in the manner prescribed in Article II of this Contract, and the collection and disposal of all landscape waste from the Customers in the manner prescribed in Article III of this Contract, and the collection and disposal of all recyclable materials from the Customers in the manner prescribed in Article IV of this Contract.

1.2 Contractor's Duty to Perform the Work

Contractor shall undertake all of the following, at the 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. Contractor shall be solely responsible for all billing and collection of all rates and charges for the Work. Contractor shall bill all customers directly. The Village shall have no responsibility for the billing of any account. Customers shall be permitted to pay bills from Contractor at any time prior to the 15th day of the second month of each billing cycle.
- B. Rates and Charges. The rates and charges billed by Contractor for the Work shall be as set forth in Attachment A to this Contract, which is hereby incorporated into this Contract. Contractor agrees that the rates and charges established in Attachment A, constitute full and adequate compensation to Contractor for the Work (the "Contract Price").
- C. Adjustment of Rates and Charges.
 - (i) No Adjustment for Disposal Facility Fees. Contractor shall be solely responsible for all fees charged by all operators of any disposal facility used by Contractor. No adjustment shall be allowed for any increase in disposal facility fees or tipping fees.
 - (ii) Governmental Taxes or Fees. The rates and charges may be adjusted in an amount sufficient to offset any fee, surcharge, duty, tax, or other charge imposed by the federal government, the State of Illinois, or any local government agency, which fee is payable solely by reason of the nature of the operations conducted by Contractor under this Contract; provided, however, that prior to the implementation of such adjustment, Contractor shall deliver to the Village any and all documentation justifying the adjustment as may be requested by the Village Manager. Contractor shall notify Customers in writing of any rate or charge adjustment at least thirty (30) days prior to the effective date of the adjustment.

(iii) Fuel Adjustment:

a. In the event that the average cost of diesel fuel, for a period of ninety (90) days ("Fuel Increase Measurement Period"), exceeds Four and 00/100 Dollars (\$4.00) per gallon (hereinafter referred to as "Upper Fuel Threshold") the Contractor may, at any time, evaluate the need to increase the monthly charges provided in the schedule of rates, attached hereto as Attachment A, for the following year (hereinafter referred to as a "Fuel Expense Increase"). If the Contractor verifies that there is a need for a Fuel Expense Increase, it may, within thirty (30) days after the end of any Fuel Increase Measurement Period, provide the Village with a written request for an increase in the monthly charges for its refuse services (hereinafter the "Fuel Request"). No more than one (1) Fuel Request shall be made by the Contractor in any twelve (12) month period. Any such Fuel Request shall be in writing and shall include at minimum the following information:

(1) The calculations relative to the price per gallon for diesel fuel during the Fuel Increase Measurement Period which indicate that the average price per gallon for diesel fuel is above the Upper Fuel Threshold;

(2) calculations demonstrating the impact of the Fuel Expense Increase on the cost of the services being provided by Contractor hereunder;

(3) the proposed revised monthly charges as a result of the Fuel Expense Increase.

Within thirty (30) days of the receipt of any such Fuel Request, the Village and Contractor shall meet to discuss the Fuel Request, and determine what revisions, if any, should be made to the monthly charges as a result of the Fuel Expense Increase. In regard to said Fuel Request, the Village may request, and Contractor shall provide in response thereto, additional documentation or information that the Village deems necessary to assist in the Village's analysis of the Fuel Request. The approval of any increase in the monthly charges, as a result of any Fuel Request, (hereinafter referred to as the "Fuel Increase"), shall be mutually agreed upon. Any changes to the monthly charges as a result of a Fuel Increase would go into effect no sooner than one hundred and twenty (120) days after said Fuel Increase is agreed upon. Provided, however, that if the

parties are unable to reach an agreement as to the amount of any increase then the Contractor or Village may cancel this Agreement upon ninety (90) days notice to the other party; and

In the event that immediately following a Fuel Request, the average cost of diesel fuel decreases below the Upper Fuel Threshold prior to the implementation of any Fuel Increase, any Fuel Request and agreed changes to the Contractor's monthly charges shall be void, and the Contractor's monthly charges shall not be adjusted. In the event that after a Fuel Increase is implemented the average cost of diesel fuel decreases below the Upper Fuel Threshold, the Contractor shall, adjust the monthly charges to eliminate the fuel increase as of May 1 following the Fuel Request.

b. In the event that the average cost of diesel fuel, for a period of ninety (90) days ("Fuel Decrease Measurement Period"), is less than One and 75/100 Dollars (\$1.75) per gallon (hereinafter referred to as "Lower Fuel Threshold"), the Contractor or the Village may, at any time, evaluate the need to decrease the monthly charges provided in the schedule of rates, attached hereto as Attachment A, for the following year, (hereinafter referred to as the "Fuel Expense Decrease"). If the Contractor and/or Village desires to initiate a Fuel Expense Decrease, the Contractor and/or Village shall within thirty (30) days after the end of any Fuel Decrease Measurement Period provide the other party with a written notification (hereinafter the "Fuel Decrease Notification"). No more than one (1) Fuel Decrease Notification shall be submitted by the Contractor and/or Village in any twelve (12) month period. Any such Fuel Decrease Notification shall be in the following form and include at least the following information:

- (1) The calculations relative to the price per gallon for diesel fuel during the Fuel Increase Measurement Period which indicate that the average price per gallon for diesel fuel is below the Lower Fuel Threshold;

- (2) calculations demonstrating how the Fuel Expense Decrease impacts the cost of the services being provided by Contractor hereunder, which costs the Contractor shall make available to the Village upon reasonable request such that the Village be permitted to make a Fuel Expense Decrease as requested herein;

(3) the proposed revised monthly charges as a result of the Fuel Expense Decrease.

Within thirty (30) days of the receipt of any such Fuel Decrease Notification, the Village and Contractor shall meet to discuss the Fuel Expense Decrease, and determine what revisions, if any, should be made to the monthly charges as a result of the Fuel Expense Decrease. In regard to said Fuel Decrease Notification, the Village may request, and Contractor shall provide in response thereto, additional documentation or information that the Village deems necessary to assist in the Village's analysis of the Fuel Expense Decrease. The approval of any decrease in the monthly charges, as a result of any Fuel Decrease Notification, (hereinafter referred to as the "Fuel Decrease"), shall be mutually agreed upon, which the Contractor agrees to exercise in a reasonable manner. Any changes to the monthly charges as a result of a Fuel Increase would go into effect no sooner than one hundred and twenty (120) days after such decrease is agreed upon, provided, however, that if the parties are unable to reach an agreement as to the amount of any increase then the Contractor or Village may cancel this Agreement upon ninety (90) days notice to the other party; and

In the event that immediately following a Fuel Request, the average cost of diesel fuel increases above the Lower Fuel Threshold prior to the implementation of a Fuel Decrease, any Fuel Request and agreed changes to the Contractor's monthly charges shall be void. In the event that after a Fuel Decrease is implemented the average cost of diesel fuel increases above the Lower Fuel Threshold, the Contractor shall, adjust the monthly charges to eliminate the fuel decrease as of May 1 following the Fuel Request.

- D. Notice of Increases in Rates and Charges. Contractor shall notify all Customers of any increases in rates or charges in writing with the last bill to each Customer before the new rates go into effect.

ARTICLE II: SOLID WASTE COLLECTION

2.1 Solid Waste Collection Service

Contractor shall collect from all Customers one (1) can, bag, or Contractor supplied cart of solid waste that has been properly placed for collection, plus all additional cans, bags, or carts of solid waste that have prepaid stickers affixed to

them and that have been properly placed for collection. The charge for containers in addition to the one (1) can or bag shall be as established in Attachment A. "Solid waste" means garbage, refuse, and other material resulting from operation of residential establishments and from community activities. Solid waste shall include small amounts of construction debris and materials that one (1) person can load into the collection vehicle. Solid waste does not include Excluded Waste.

2.2 Service Features

Contractor shall provide all Customers with the following service options:

- A. Frequency of Collection. Once each week, with the Village served on two days. A second pick-up day shall be scheduled each week, but solely for those customers electing twice-each-week service.
- B. Location of Residential Dwelling Service. Service shall be provided at the rear door or curbside, based on customer selection.
- C. Containers. For rear door collection, all solid waste placed by customers for collection, except bulk items, shall be contained in the following containers:
 - (i) Metal or plastic cans, or plastic or paper bags, each of which shall not exceed thirty-four (35) gallons in capacity or sixty (60) pounds in weight; or
 - (ii) A 65-gallon Contractor supplied refuse cart; or
 - (iii) A 95-gallon Contractor supplied refuse cart.

Rear door collection shall be made at location accessible by a paved surface and which is not located in a garage or shed, behind locked gates or in a location guarded by dogs.

For curbside collection, all solid waste placed by customers for collection, except bulk items, shall be contained in the following containers:

- (i) A 65-gallon Contractor supplied refuse cart; or
- (ii) A 95-gallon Contractor supplied refuse cart.

Curbside collection shall be made at a location adjoining a street and within the parkway area used for staging recyclables.

Contractor shall provide a 65- or 95-gallon refuse cart to each customer at the customer's request and expense for use as a solid waste container in conjunction with either once-per-week or twice-per-week collection service. No deposit shall be required for rental of toters during the term of this Contract.

- D. Collection Days. Contractor shall have vehicles for the collection of Solid Waste in the Village on Monday and Thursday, or as mutually agreed upon by the parties.
- E. Program Transition. The location of residential dwelling service for solid waste collection service under the previous contract between the Village and the Contractor was rear door collection. No sooner than August 1, 2018, the alternative of curbside solid waste collection shall be provided as at the customer's option or direction in addition to rear door collection. Contractor shall, at its sole cost and expense, promote the availability of curbside solid waste service in the Village, including, without limitation, distribution of educational and promotional literature to Customers and participation in public awareness programs. The Village shall assist the Contractor by including information on program options through general e-mail communication, information in the Village newsletters and providing a link to a contractor-supplied service selection form on a contractor-supplied web page. Service changes shall be effective November 1, 2018. Curbside refuse and recycling collection is the default collection service as of November 1, 2018.

2.3 Municipal Services

Contractor shall incorporate the services that found in Attachment C. All scheduled services that were included in the Disposal for Village Facilities contract, which included scheduled service to downtown sidewalk containers, dumpster service at Village buildings and park facilities, scheduled collection in parks, recycling at public buildings, and roll-off dumpster service (sixty (60) per year) at the Public Services facility are included and incorporated in this Contract.

The roll-off dumpster loads at the Public Services facility shall be limited to five (5) tons, with any excess tonnage to be billed to the Village at a rate of \$68.00 per ton for the first contract year; \$70.00 per ton for the second contract year; \$72.00 per ton for the third contract year; \$74.00 per ton for the fourth contract year and \$76.50 per ton for the fifth contract year. Should the number of roll-off dumpsters exceed 60 per contract year, the contractor shall bill the Village for service at a cost of \$153.00 per load plus \$68.00 per ton for the first contract year, \$158.00 per load plus \$70.00 per ton for the second contract year, \$163.00 per load plus \$72.00 per ton for the third contract year, \$167.00 per load plus \$74.00 per ton

for the fourth contract year, and \$172.00 per load plus \$76.50 per ton for the fifth contract year.

2.4 Bulk Item Collection

Contractor shall collect each bulk item that has two (2) prepaid stickers affixed to it and that has been properly placed for curbside collection, including all items that are too large to fit into an approved container such as boxes, crates, furniture, carpet, mattresses, box springs, household appliances, and similar items. The charge for any such pick up shall be as established in Attachment A. Except as provided in Section 2.1 above, Contractor shall not be responsible for collecting certain items including Electronic Waste (as defined by Illinois law), construction debris, landscape waste, concrete, stone, dirt, large automobile parts, liquid waste, and tree stumps as part of the collection of bulk items.

2.6 Holiday Trees

Contractor shall collect, at no additional cost to any customer, any holiday tree placed at curbside for collection.

2.7 Stickers

- A. General. Contractor shall arrange for the advance sale of stickers to be affixed to cans, bags, or totes of solid waste and to bulk items. Note that the same sticker that is used for solid waste and bulk items also shall be used for landscape waste (see Subsection 3.3A below). Contractor shall be responsible for all sales of stickers, accounting and collection of proceeds of such sales, and gathering of stickers during collection.
- B. Sale Locations. Contractor shall arrange for, supervise, and handle the sale of stickers (i) at not less than three (3) and preferably six (6) business locations in the Village, (ii) at the Village Hall, and (iii) by mail from Contractor.

2.8 Monthly Reports

Contractor shall prepare and submit to the Village, 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, tipping fees paid to dispose of such solid waste, location of disposal, and the like. Such report shall be on a form provided by the Village.

2.9 Excluded Waste

Contractor shall not be required to collect and dispose of hazardous waste, Electronic Waste, radioactive, medical, pathological waste or other material banned from landfill disposal by Illinois or federal law or regulations, other than large appliances ("Excluded Waste"). When Contractor encounters Excluded Waste during collection, then Contractor shall promptly notify the Village of each such instance on a form approved by the Village. See Section 7.15 of this Contract for provisions related to notice to customers regarding improperly prepared or improper materials.

ARTICLE III: LANDSCAPE WASTE COLLECTION

3.1 Landscape Waste Collection Service

Contractor shall collect from all Customers all landscape waste. "Landscape waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines, and trees, and as otherwise described by State law.

3.2 Service Features

- A. Frequency. Once each week, with service on the same day that solid waste is collected in that portion of the Village. Contractor shall collect landscape waste commencing each year on the week including April 1 and continuing through the week including November 30. The time period for such services may be expanded to include additional weeks upon the mutual written agreement of the parties to this Contract.
- B. Location. Contractor shall provide curbside service for collection of landscape waste.
- C. Containers. All solid waste placed by customers for collection shall be contained in the following containers or bundles:
 - (i) Metal or plastic cans not exceeding thirty-five (35) gallons in capacity and clearly marked as landscape waste by the customer; or
 - (ii) Biodegradable paper "kraft"-type bags not exceeding thirty-two (32) gallons in capacity; or
 - (iii) Tightly tied with biodegradable string or twine, in a bundle not exceeding four (4) feet in length or sixty (60) pounds in weight.

Contractor shall provide a 65- or 95-gallon cart to each customer at the customer's request and expense for use as a solid waste container in conjunction with either once-per-week or twice-per-week collection service. Charges shall be as found in Attachment A. No deposit shall be required for rental of cart during the term of this Contract.

3.3 Stickers

- A. General. Contractor shall be paid for all collection of landscape waste through the advance sale of stickers to be affixed to cans, bags, and bundles of landscape waste to be collected. The same sticker that is used for solid waste and bulk items also shall be used for landscape waste. Contractor shall be responsible for all sales of stickers, accounting and collection of proceeds of such sales, and gathering of stickers during collection.
- B. Sale Locations. Contractor shall arrange for, supervise, and handle the sale of Landscape Waste stickers (i) at not less than three (3) and preferably six (6) business locations in the Village, (ii) at the Village Hall, and (iii) by mail from Contractor.

3.4 Leaf Collection

Contractor shall conduct unlimited collection of leaves in Kraft paper yard waste bags without stickers for six (6) consecutive weeks in the fall. The commencement date for this collection shall be authorized by the Director of Public Services. Other yard waste shall require standard landscape waste stickers.

3.5 Monthly Reports

Contractor shall prepare and submit to the Village, 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 of landscape waste collected, fees paid to dispose of such landscape waste, location of disposal, and the like. Such report shall be on a form provided by the Village.

3.6 Organics Collection

Attachment A shall contain rate information for a voluntary curbside organics collection program.

ARTICLE IV: RECYCLABLE MATERIALS COLLECTION

4.1 Recyclables Collection Service

Contractor shall collect from all customers the following recyclable materials: brown glass containers; green glass containers; clear glass containers; file stock; newspaper; junk mail; magazines and catalogs, plain and glossy; white ledger paper; colored ledger paper; mixed paper; directories; computer paper; telephone books; #6 newsprint; #8 newsprint; fiber egg cartons; flattened cardboard, plain and corrugated; empty aerosol cans; chipboard; 6- and 12-pack rings; carrier stock; pigmented PETE #1; clear PETE #1; natural HDPE #2; pigmented HDPE #2; PVC #3; LDPE #4 bottles and containers; PP #5 bottles; #7 bottles; aluminum cans; clean aluminum foil; clean pie plates; empty steel cans; empty bi-metal cans; milk and juice cartons and boxes.

The list of recyclable materials required to be collected by Contractor pursuant to this section may be expanded to include additional recyclable materials on the mutual written agreement of the Village and Contractor. Contractor may, upon thirty (30) days' written notice to the Village, remove a recyclable material from the list of acceptable recyclable materials if the material is no longer marketable. Contractor will, as appropriate and with Village approval, provide notification to customers of any such removal.

4.2 Service Features

- A. Frequency. Once each week, with pickup on the same day that solid waste is collected in that portion of the Village.
- B. Location. Contractor shall provide curbside service for collection of recyclable materials.
- C. Containers. All recyclable materials placed by customers for collection shall be placed in a 65-gallon recycling cart provided by the Contractor bearing a recycling logo or, in the case of hardship as determined by the Village Manager or his (or her) designee, a Contractor supplied 35-gallon recycling cart bearing a recycling symbol. All customers as of the effective date of this Contract shall be supplied with one (1) such container, provided that the customer does not already have a container. Each new customer without a container shall be supplied with one (1) such container. At customer's request, Contractor shall be responsible for making available and distributing 95-gallon recycling carts on or before April 1, 2019, which shall be provided instead of 65-gallon recycling cart. Contractor shall distribute replacement containers established in Attachment A to this Contract; provided, however, that Contractor shall replace any lost or damaged containers

at its own expense. The Contractor may charge a refundable security deposit not to exceed \$65.00 to replace lost containers. The Contractor shall refund the deposit when the container is returned to the Contractor, or when the Contractor terminates this Agreement. All recycling carts shall remain the property of the Contractor.

- D. Commingling. All types of recyclable materials may be commingled in a single container.

4.3 Location of Service

Contractor shall provide curbside service for collection of recyclable materials.

4.4 Collection Day

- A. Residential Dwellings. Contractor shall collect recyclables from all Customers once each week on one of each Customer's regular Solid Waste collection days.
- B. Municipal Buildings and Sites. Contractor shall collect recyclables from the municipal buildings and sites listed in Attachment C on a date mutually acceptable to the Village and Contractor.

4.5 Improper Materials

When Contractor, during collection, encounters materials not included in the list of Recyclable Materials contained in Section 4.1 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. See Section 6.15 of this Contract for provisions related to notice to Customers regarding improperly prepared materials.

4.6 Processing of Recyclables

Contractor shall deliver all Recyclable Materials to an appropriate facility for recycling. No Recyclable Materials shall be delivered to any landfill or other facility for disposal.

4.7 Monthly Reports

Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing all recycling collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of each type of Recyclable Material collected, the after-market vendor of each recyclable, the

rate of Customer participation in the recycling program, and the like. Such report shall be on a form provided by the Village.

4.8 Net Proceeds

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

4.9 Promotion/Educational Programs

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

ARTICLE V: FINANCIAL ASSURANCES

5.1 Bond

Contractor shall provide either (a) a performance bond on the form attached hereto as Attachment B from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, in the penal sum of \$500,000.00 (the "Bond") or (b) a straight irrevocable letter of credit in the amount of \$500,000.00 from a bank with principal offices in the Chicago Metropolitan area and acceptable to the Village and in a form approved by the Village.

5.2 Insurance

Contractor shall provide certificates of insurance evidencing the following minimum insurance coverage:

Worker's Compensation: statutory limit.

Employer's Liability: \$1,000,000 each occurrence.

Vehicle Liability: \$1,000,000 property damage,
\$1,000,000 bodily injury or death per person,
\$2,000,000 each occurrence.

Comprehensive
General Liability: \$5,000,000 each person,

\$5,000,000 each occurrence.

Property Damage: \$2,500,000 each occurrence.

Each policy shall be evidenced on an ACORD form and from companies rated A-VIII (or higher) by A.M. Best and shall name the Village as an additional insured (other than workers' compensation). Such insurance shall provide that no material change or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village except for workers' compensation.

5.3 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the Village and its officers, appointed and elected officials, president and trustees, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work under this Agreement, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act or omission of the Contractor, and any subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

5.4 Penalties

Except in the case of Excluded Waste generated within the Village, Contractor shall be liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body 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 such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties 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 such fines or civil penalties.

ARTICLE VI: STANDARDS FOR PERFORMANCE

6.1 General Quality of Performance; Performance Review

- A. General Standard. Contractor shall provide, perform, and complete all of the Work in full compliance with the terms of this Contract and in a

good and workmanlike manner. Contractor at all times shall perform the Work with as little disturbance to the 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 Manager, with not less than twenty-one (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 Collection Times

Contractor shall not begin collection on any day Monday through Friday before 7:00 a.m. or continue collection on any day after 6:00 p.m., or on any Saturday before 9:00 a.m. and after 5:00 p.m., unless an earlier starting time is approved by the President and Board of Trustees of the Village and included in Attachment A. Contractor shall not perform collection on Sundays.

6.3 Holiday Collection

Contractor shall not be required to perform Work on the following days: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a weekday, then collections for the week within which such holiday falls shall be delayed by not more than one (1) day for the remainder of the week after the holiday; provided, however, that no such delayed collections shall occur on Sundays or holidays. Contractor shall provide the Village with a written schedule of holidays on which it shall not perform collections.

6.4 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 manner satisfactory to the Village, then Contractor shall immediately upon notice from the Village replace such employee with another employee satisfactory to the Village.

6.5 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 or through an affiliate, 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.

6.6 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 Solid Waste, Landscape Waste, or Recyclable Materials at any pick-up area during performance of the Work. Contractor shall replace 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 Solid Waste, Landscape Waste, or Recyclable Materials 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 (8) 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 thirty (30) days after receipt of an invoice for those costs.

6.9 Equipment

Contractor shall furnish, and shall maintain in a neat, clean, and sanitary condition, enclosed modern 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 be maintained in a sanitary condition at all times. Each vehicle shall be free of excessive noise, odor, and emissions. Each vehicle shall Contractor's name, Contractor's telephone number, and a vehicle identification number clearly marked and visible on the side. Solid waste and landscape waste vehicles shall be a compactor type. 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.

6.10 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 Contractor supplied carts otherwise in accordance with the terms of this Contract.

6.11 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 forty-eight (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 (5) days after receiving notice thereof from the Village. Notwithstanding the foregoing, Contractor shall not be responsible for any damages to the Village's pavement, curbing or other driving surfaces resulting from Contractor's providing service, except to the extent caused by Contractor's negligence.

- B. Customer Waste Containers. Contractor shall use reasonable care in the handling of all Customer Waste Containers to avoid any excessive damage thereto. Contractor shall replace at its expense Waste Containers that may be seriously damaged by carelessness of its employees.
- 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.

6.12 Telephone

Contractor shall maintain a 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.

6.13 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.

6.14 Complaints; Processing

- A. Generally. Contractor shall cooperate with the Village in minimizing complaints from the customers and other Village residents. Unreasonable complaint levels 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 twenty-four (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 one business day 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 forty-eight (48) hours after receipt of such complaint, shall deliver notice of such complaint to the Village Manager, 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 Manager or his or her designee shall arbitrate each such complaint, and the decision of the Village Manager 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.

6.15 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 Excluded 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. Contractor shall collect all material properly prepared for collection.

6.16 Changes in Service

Each customer shall be permitted to change the frequency, location, and/or quantity of desired Solid Waste collection and disposal services no less frequently than once each year on not more than thirty (30) days' written notice to Contractor

prior to each successive anniversary date of this Contract. Contractor shall notify each customer of his or her right to make such changes in service and shall provide forms acceptable to the Village to each customer to enable any such customer to timely notify Contractor of such customer's desire to make service changes.

6.17 Discontinuation of Service

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

6.18 Audit

Contractor shall prepare or have prepared annually, and deliver to the Village, an audit of the books and records of Contractor. An audit of the books and records of Contractor's regional activities shall satisfy the requirements of this section.

6.19 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.

ARTICLE VII: TERM; EXTENSION

7.1 Term

The Contract shall be effective for a five (5) year term. Contractor shall commence the Work on November 1, 2018, and shall diligently and continuously prosecute the Work at all times thereafter through October 31, 2023. The Contract may be extended by mutual agreement as provided for in Section 7.2 of this Contract.

7.2 Extension

In the fifth year of this Contract commencing not less than 120 days prior to the end of the initial term of this Contract, the Village and Contractor may negotiate terms for an extension of this Contract for up to three (3) additional years. Such negotiation shall include consideration of adjustments to Contractor's compensation based on percentages of increases to the Chicago Area Consumer Price Index, to Contractor's costs for landfill space, and to availability and costs of facilities and markets for processing of recyclable materials and landscape wastes, among other considerations. A rate or charge may be adjusted to include an amount sufficient to offset the amount of (a) any increased cost of operation incurred by Contractor due to a change in a law, regulation, or rule applicable to the Contractor's performance of this Contract, or (b) any fee, surcharge, duty, tax, or

other charge imposed by the federal government or agency thereof, the State of Illinois or agency thereof, or a local governmental agency, which fee, surcharge, duty, tax, or other charge is payable solely by reasons of the nature of the operations conducted by Contractor under this Contract, or (c) the amount of any increase in the actual disposal fees charged to Contractor by the operator of the disposal site or facility used by Contractor pursuant to this Contract, provide such disposal fees are the lowest such fees reasonably available to Contractor.

Contractor may submit documentation to the Village Manager justifying any adjustment to any rate or charge. The Village may request additional, detailed information from Contractor appropriate to evaluate any proposed increase or decrease in rates.

If the Village and Contractor cannot agree on adjusted rates and charges pursuant to this section, then this Contract shall not be extended.

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 ten (10) business days after receipt of such direction, instruction, determination, or decision, Contractor shall be deemed to have waived all such disputes or objections 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 (3) 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 (3) business days after the final conference, the Village shall render its final decision, in writing, to the 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 above or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (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 (10) 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 above and withhold or recover from Contractor all 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 seek to recover any damages suffered by the Village.

8.5 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 Waste; 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, Landscape Waste, or 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, or 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 all applicable federal and state laws and regulations. Title to and liability for Excluded Waste shall at no time pass to Contractor and shall remain with the generator of the Excluded Waste.

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

Except as otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

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 shall be provided to Contractor, if necessary. The Village shall not reimburse or assist Contractor in obtaining reimbursement for any state or local sales, use, or excise taxes paid by Contractor. 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 this Contract or sublet it as whole, or assign any of Contractor's rights under this Contract, without the prior express written approval of the Village, which approval shall not be unreasonably withheld. The Village may assign any or all of its rights or obligations under this Contract without the prior consent of Contractor.

9.13 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:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attention: Village Manager

with a copy to:

Klein, Thorpe, and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606
Attention: Lance C. Malina

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

Allied Waste Services of North America, LLC
5050 W. Lake Street
Melrose Park, IL 60160
Attention: General Manager

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.

9.14 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.

9.15 Contractor Acknowledgment

Contractor acknowledges that (a) it has carefully read the terms, conditions and provisions of this Contract and the Hinsdale Municipal Code; (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.

9.16 Authority to Execute

Each party hereby warrant and represent (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. Contractor further warrants and represents that neither the execution of this Contract nor the performance of the obligations assumed by Contractor hereunder shall (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.

9.17 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.

9.18 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.

9.19 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 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.

VILLAGE OF HINSDALE

By: 

Name: KATHLEEN A GARGANO

Title: VILLAGE MANAGER

Attest:

By: Christine M. Bruton

Name: CHRISTINE M. BRUTON

Title: VILLAGE CLERK

[Allied Waste Services of North America, LLC]

By: Cal Boston

Name: Cal Boston

Title: General Manager

Attest:

By: Richard Vander Molen

Name: Richard Vander Molen

Title: Municipal Services Manager

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

CONTRACTOR'S CERTIFICATION

Calvin Bonstra, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 et seq. [formerly Ill. Rev. Stat. ch. 24, § 11-42.1-1]; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. [formerly Ill. Rev. Stat. ch. 38, §§ 33E-1 et seq.].

DATED this 26th day of April 2018.

[Allied Waste Services of North America, LLC]

By: [Signature]

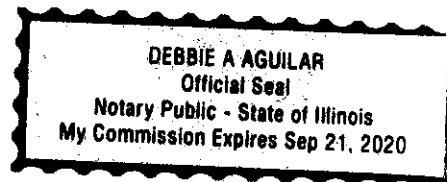
Name: Cal Bonstra

Title: General Manager

Subscribed and sworn to before me
this 26th day of April 2018

[Signature]
Notary Public

My Commission Expires: 09-21-20



ATTACHMENT A

SCHEDULE OF RATES AND CHARGES SOLID WASTE, LANDSCAPE WASTE, RECYCLING, DISPOSAL SERVICES FOR VILLAGE FACILITIES AND SEASONAL LEAF COLLECTION

REFUSE PROGRAM

(See next page)

LANDSCAPE WASTE

Contractor shall supply weekly collection of yard waste collected in Kraft paper yard waste bags requiring pre-paid waste stickers from April through November.

RECYCLING PROGRAM

Contractor shall supply unlimited curbside recycling while supplying a 65-gallon cart to each residence. Residents will be able to utilize a 95-gallon cart after April 1, 2019.

MUNICIPAL SERVICES

Contractor shall conduct refuse and recycling for Village facilities including certain roll off dumpsters as found in Attachment C

LEAF COLLECTION

Contractor shall supply unlimited collection of leaves in Kraft paper yard waste bags without stickers for six (6) consecutive weeks in the fall with a commencement date to be determined by the Director of Public services. All other yard waste shall require standard yard waste stickers.

Attachment A

	Curbside 11/1/2018 to 10/31/2019	Back Door 11/1/2019 to 10/31/2020	Curbside 11/1/2020 to 10/31/2021	Back Door 11/1/2021 to 10/31/2022	Curbside 11/1/2022 to 10/31/2023	Back Door 11/1/2022 to 10/31/2023
65 gal cart recycling 1x week	Included n/a	Included n/a	Included n/a	Included n/a	Included n/a	n/a
95 gal cart recycling 1x week	Included n/a	Included n/a	Included n/a	Included n/a	Included n/a	n/a
35 gal cart refuse 1x week	n/a 31.30 29.00	n/a 32.24 29.87	n/a 33.20 30.75	n/a 34.20 31.65	n/a 35.25 32.65	35.25 32.65
65 gal cart refuse 1x week	19.90 17.90 35.30 35.30	20.50 18.44 36.35 36.35	21.10 19.00 37.45 37.45	21.75 19.55 38.55 38.55	22.40 20.15 39.75 39.75	39.75 39.75
95 gal cart refuse 1x week	22.15 36.30	22.81 37.40	23.50 38.50	24.20 39.65	24.95 40.85	40.85
35 gal cart refuse 2x week	n/a 44.83	n/a 46.20	n/a 47.55	n/a 48.95	n/a 50.45	50.45
65 gal cart 2x refuse	28.65 49.58	29.50 51.00	30.40 52.60	31.30 54.15	32.25 55.80	55.80
95 gal cart 2x refuse	31.55 50.37	32.50 51.90	33.50 53.45	34.50 55.05	35.55 56.70	56.70
Yard Waste Sticker	3.25 n/a	3.35 n/a	3.45 n/a	3.55 n/a	3.65 n/a	n/a
65 gal cart: Yard waste/organics	17.50 n/a	18.00 n/a	18.50 n/a	19.00 n/a	19.75 n/a	n/a
95 gal cart: Yard waste/organics	22.50 n/a	23.25 n/a	24.00 n/a	24.50 n/a	25.25 n/a	n/a

ATTACHMENT B

VILLAGE OF HINSDALE

CONTRACT FOR COLLECTION AND DISPOSAL SERVICES FOR SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, as Principal, hereinafter called Contractor, and _____, 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 Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, as Obligee, hereinafter called the Village, in the full and just sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), for the payment of which sum of money well and truly to be made, 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 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, Contractor has entered into a written agreement dated _____, 2018, with the Village titled A CONTRACT BETWEEN THE VILLAGE OF HINSDALE AND ALLIED WASTE SERVICES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS (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 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, 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 Recyclable Materials 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; (3) to procure and furnish the Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local

taxes; (5) to do all other things required of the Contractor by the Contract; and (6) 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 forbearances on the part of either the Village or Contractor to the other in or to the terms of said Contract shall in any way release 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 forbearances, and notice of any and all defaults by Contractor or of the Village's termination of 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 Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of 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 _____ 2018.

PRINCIPAL

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

SURETY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTACHMENT C – Municipal Sites

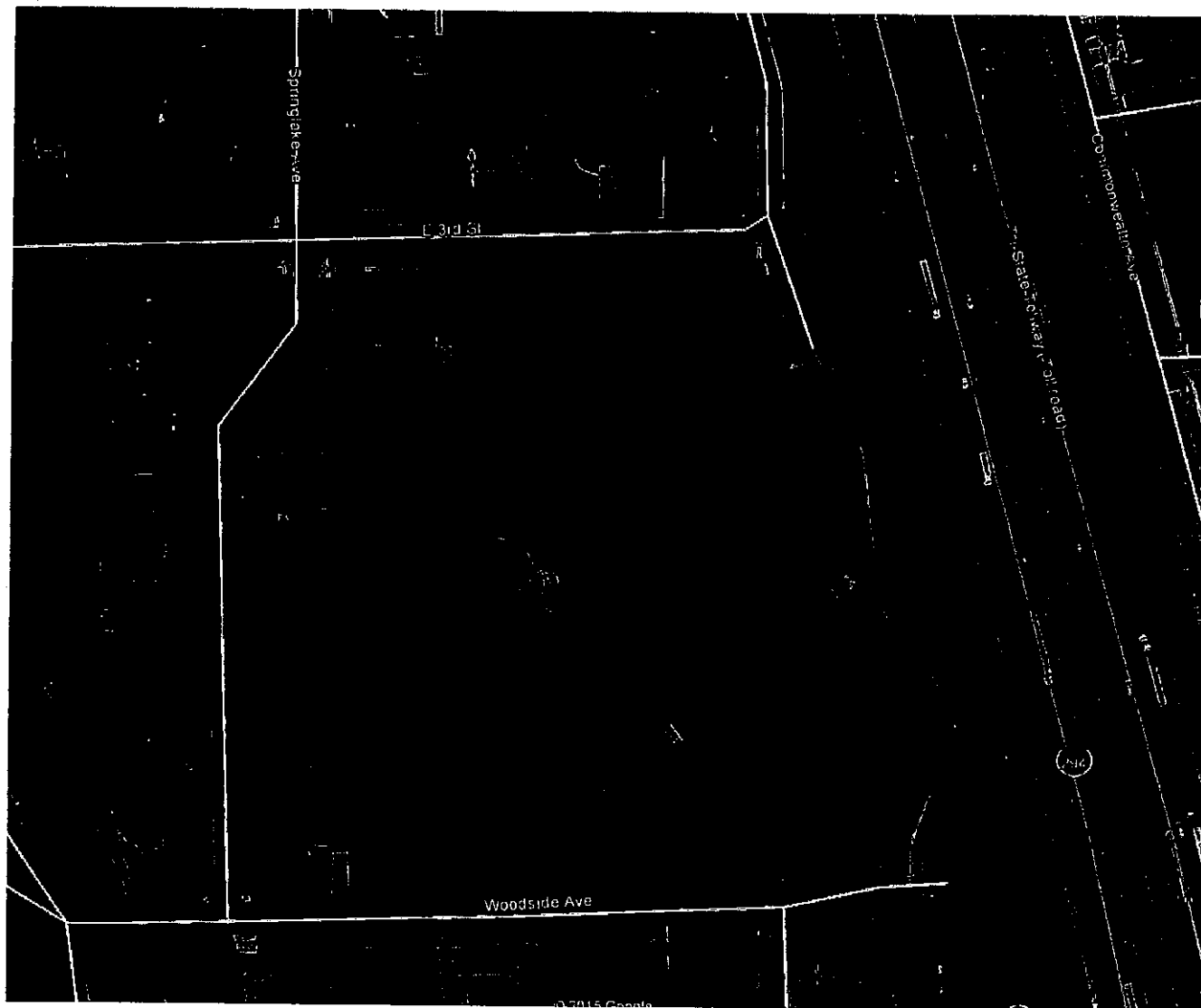
MUNICIPAL DISPOSAL SERVICE IN VILLAGE OF HINSDALE

		VILLAGE FURNISHED				CONTRACTOR FURNISHED						
1	Burlington Park Chicago & Garfield	4								10		3 All year round for permanent containers. June - August Refuse Toler to be emptied once per a week on Fridays before 9 AM
2	Memorial Building 19 East Chicago	4								3	3	3 before 9 AM
3	Police/Fire Building 121 Symonds Dr.	1				1					3	3
4	Downtown	47	1									3 before 9 AM
5	Brush Hill Depot	6									2	3 before 9 AM
6	Burns Field Vine & Hickory	5								3		2 April 3 May - Aug 2 Sept - Oct
7	Deitz Park Adams	2								1		2
8	Eleanor's Park Chicago Ave. & Clay	2										2
9	Highland Park County Line & Chicago									1		2
10	Highland Depot	3										3 before 9 AM
11	Melin Park Quincy & 9th Street	2								2		2 April 3 May - Aug 2 Sept - Oct
12	Pelce Park Walnut & County Line	18	2		2					4		2 April 3 May - Aug 2 Sept - Oct *Note one 1.5CY dumpster is moved from Pierce for Brook Park during Fall Months
13	Robbins Park 6th & Grant Street	8								4	3	2 April 3 May - Aug 2 Sept - Oct
14	Brook Park Columbia & 3rd Street	4								5		2 April 3 May - Aug 2 Sept - Oct
15	Stough Park Quincy & Town Place	4								3		2 April 3 May - Aug 2 Sept - Oct
16	Swimming Pool 500 West Hinsdale	1			3						2	2 May - Sept *2nd weekend of July pick up for swim meet
17	KLM Park Barn 5901 S. County Line Rd.							1				3
18	KLM Park Art Center 5903 S. County Line Rd.				1							1
19	KLM Park Lodge 5901 S. County Line Rd				4							3
19A	KLM Park Lodge Recycle Units 5901 S. County Line Rd				1						3	3
20	KLM Park Platform Tennis 5901 S. County Line Road									3		3

MUNICIPAL DISPOSAL SERVICE IN VILLAGE OF HINSDALE

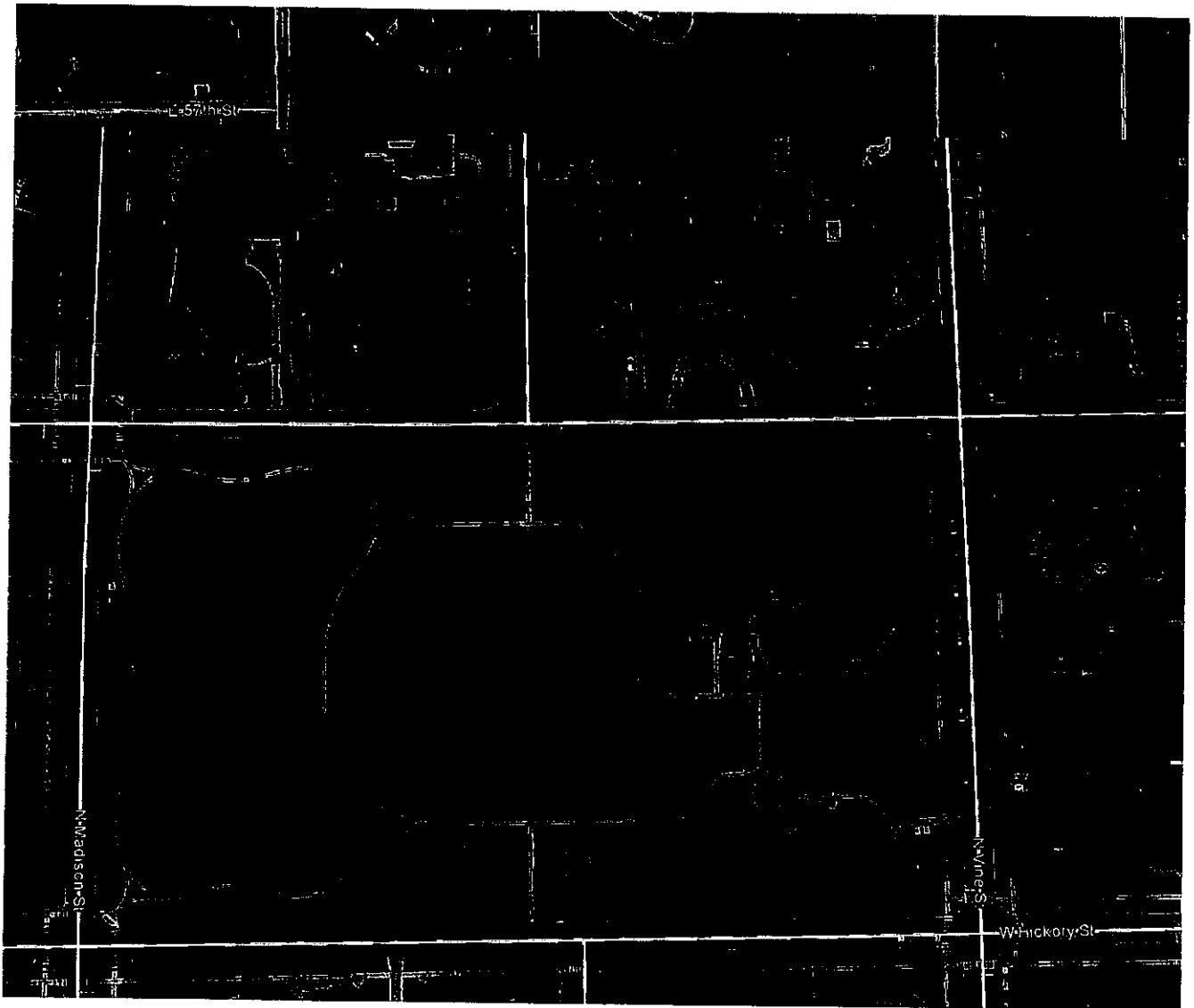
ID	Location	VILLAGE FURNISHED		CONTRACTOR FURNISHED								Notes
		2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	
21	Water Treatment Plant 217 Symonds Dr.					1						2 South Side
21A	Water Treatment Plant Recycling 217 Symonds Dr.							1				1 South Side
22	Public Works Garage 225 Symonds Dr.				1	1						3
22A	Public Works Garage Recycling Symonds Dr. 225							1			2	3
23	Humane Society 22 North Elm	1										3
24	West Hinsdale Depot	4										3 before 9 AM
25	Veeck Park	9				1				3		2 March-April 3 May - Aug 2 Sept - Nov
	No. of Containers	125	3	0	12	4	0	3	42	18		
	Grand Total No. of Containers	207										

Last Updated 10/03/17



Brook Park - Trash Receptacles

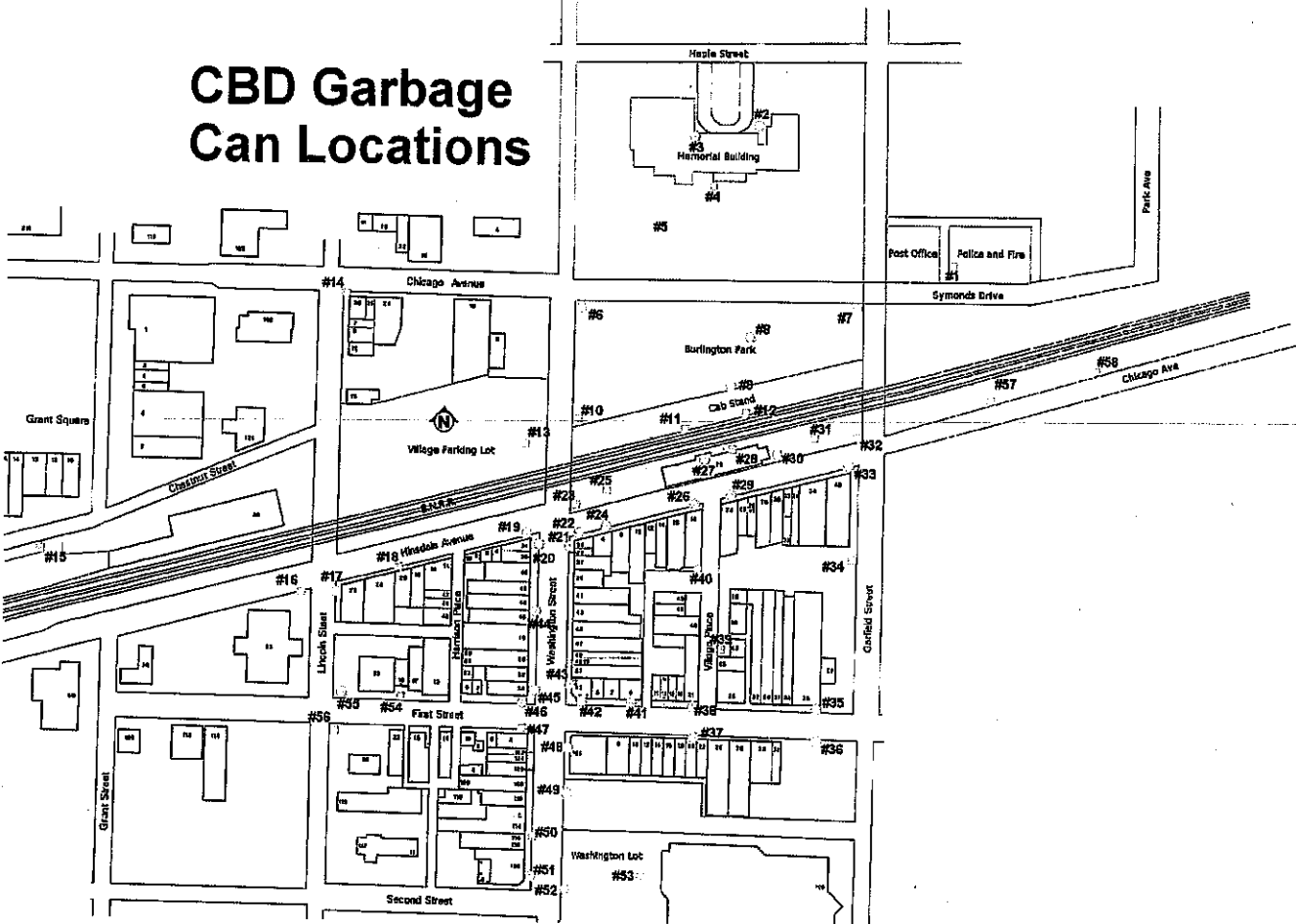
- Permanent Can
- 65 gal tote

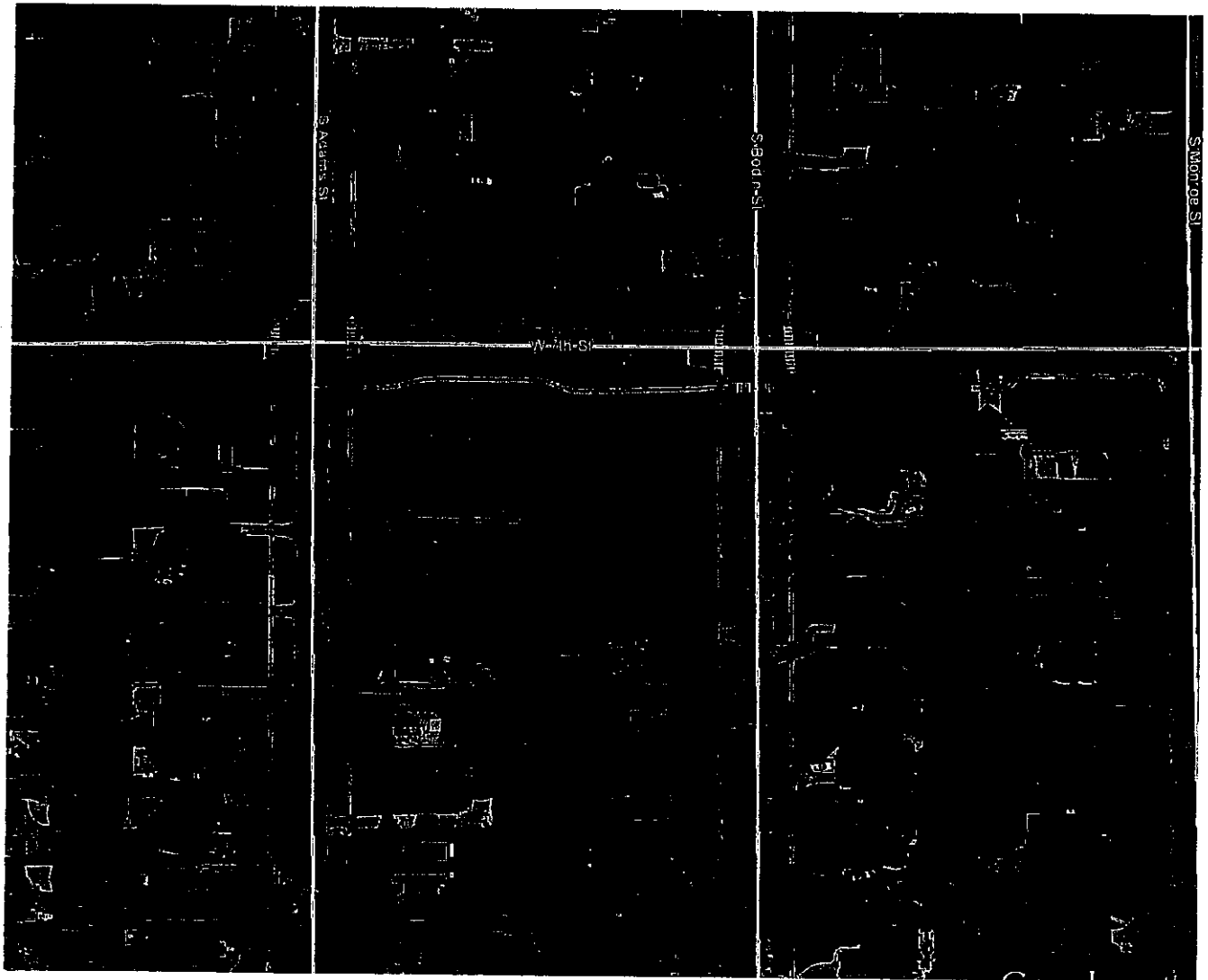


Burns Field - Trash Receptacles

● Permanent Can
■ 65 gal tote

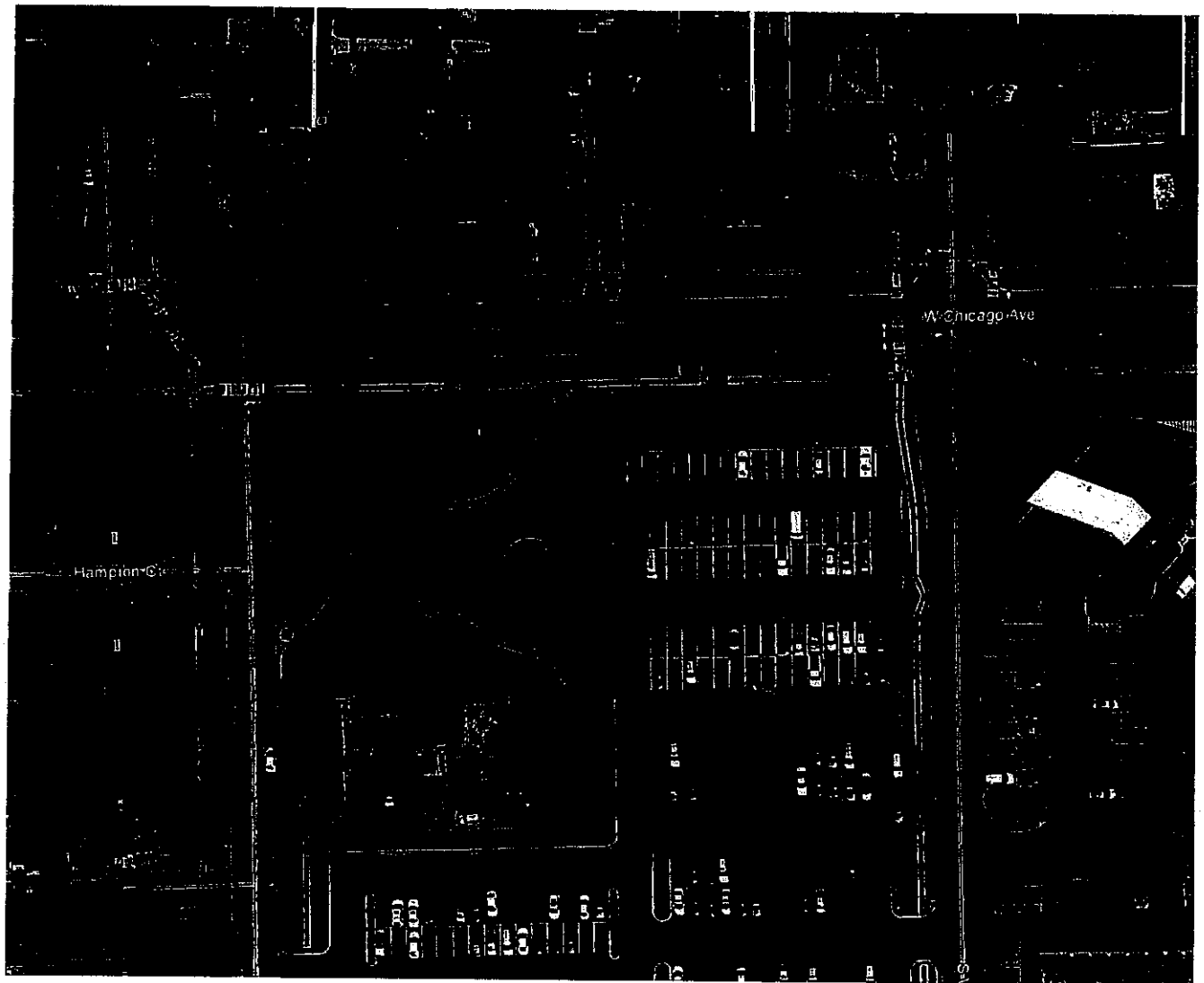
CBD Garbage Can Locations





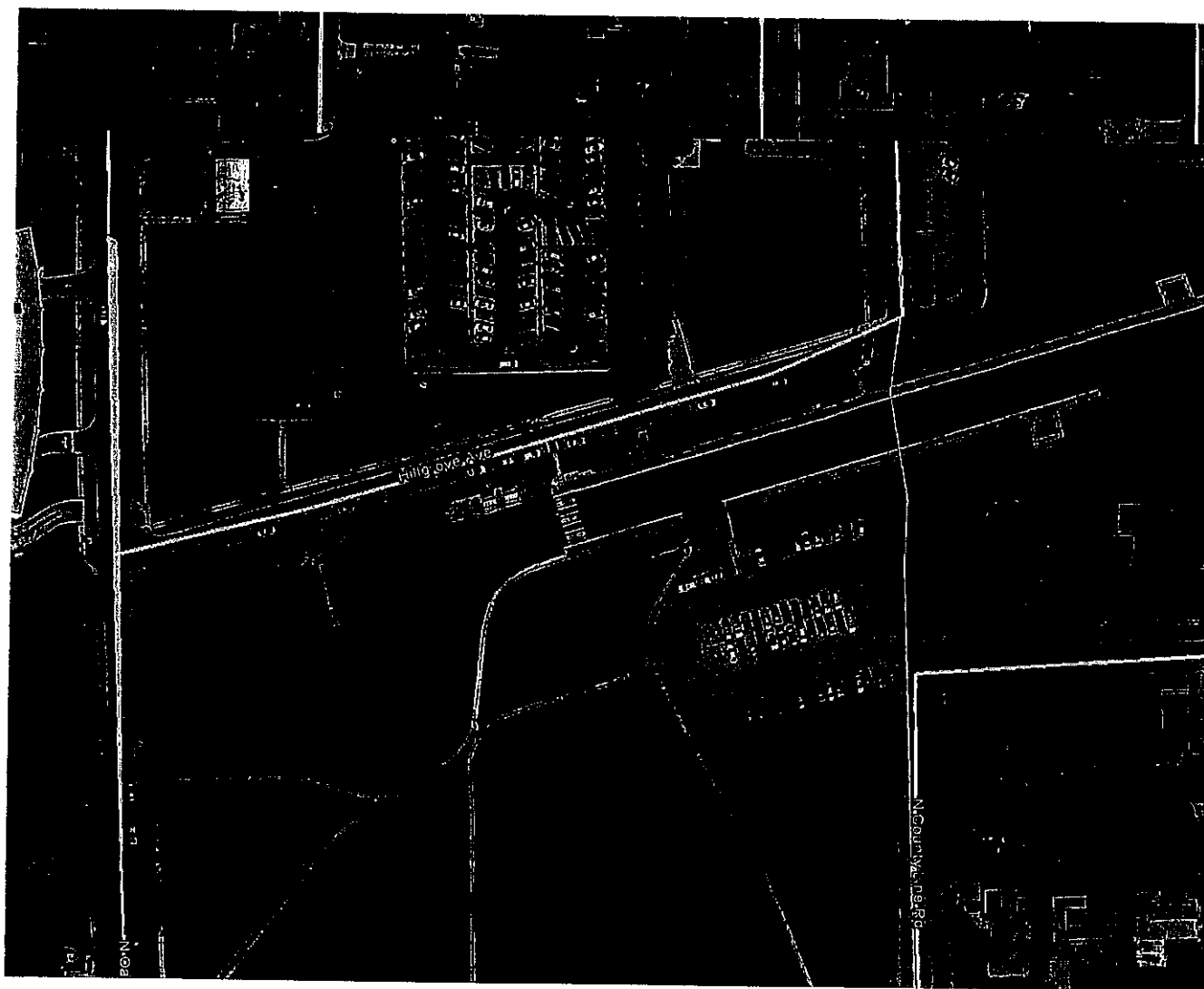
Dietz Park - Trash Receptacles

● Permanent Can
■ 65 gal tote



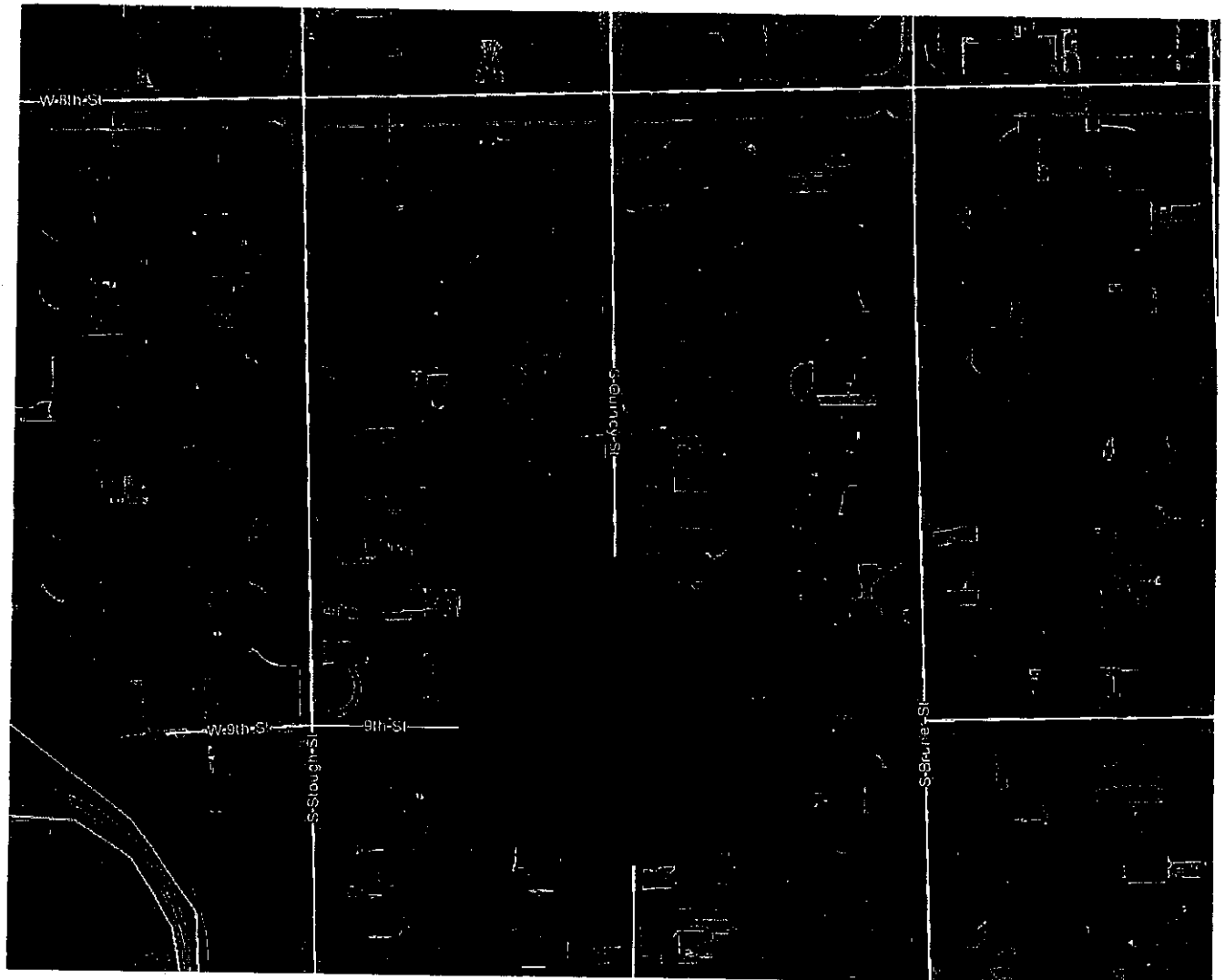
Eleanor's Park - Trash Receptacles

● Permanent Can
▨ 65 gal tote



Highland Park and Station - Trash Receptacles

- Permanent Can
- 65 gal tote



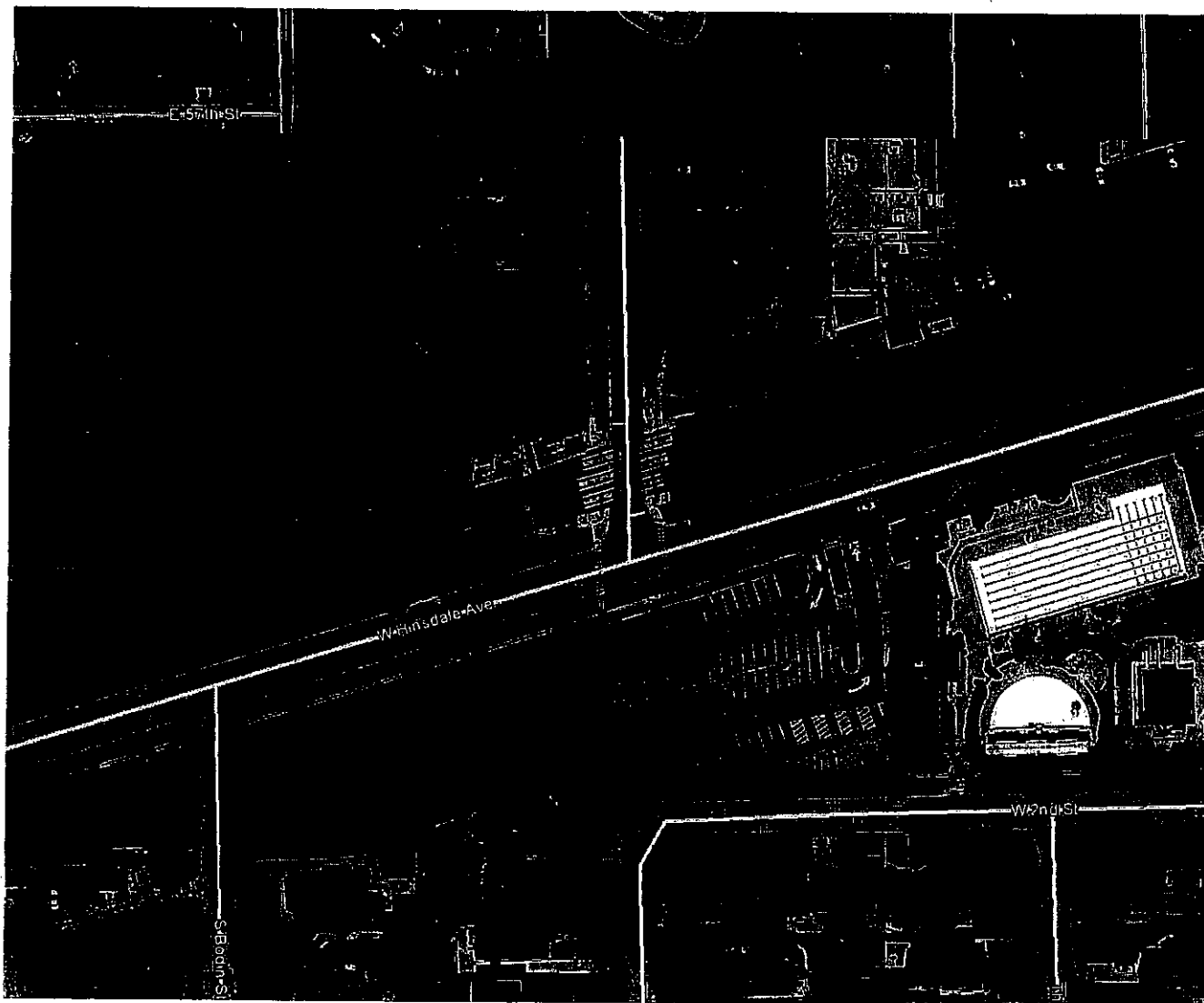
Melin Park - Trash Receptacles

● Permanent Can
■ 65 gal tote



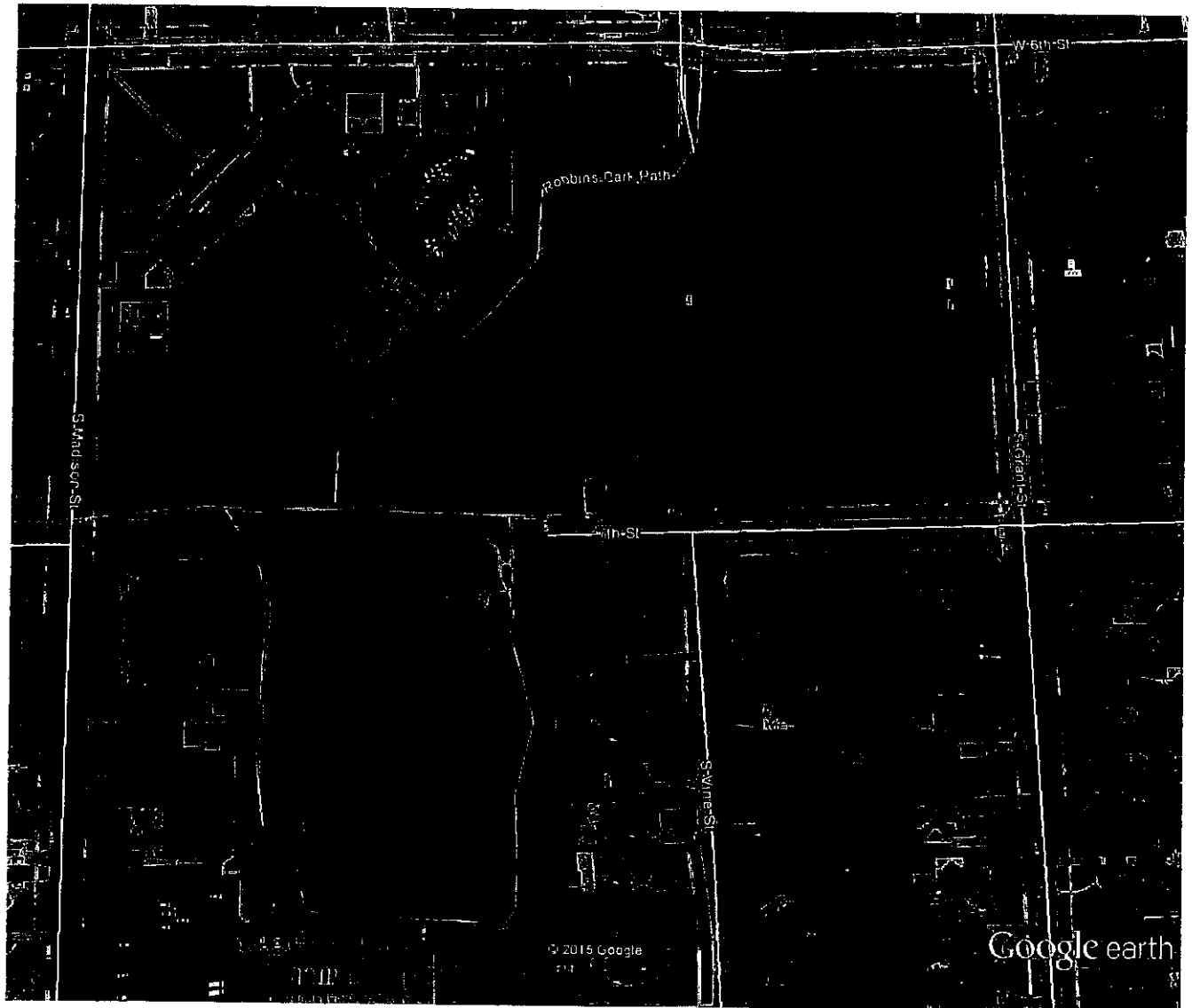
Perice Park - Trash Receptacles

● Permanent Can
■ 65 gal tote



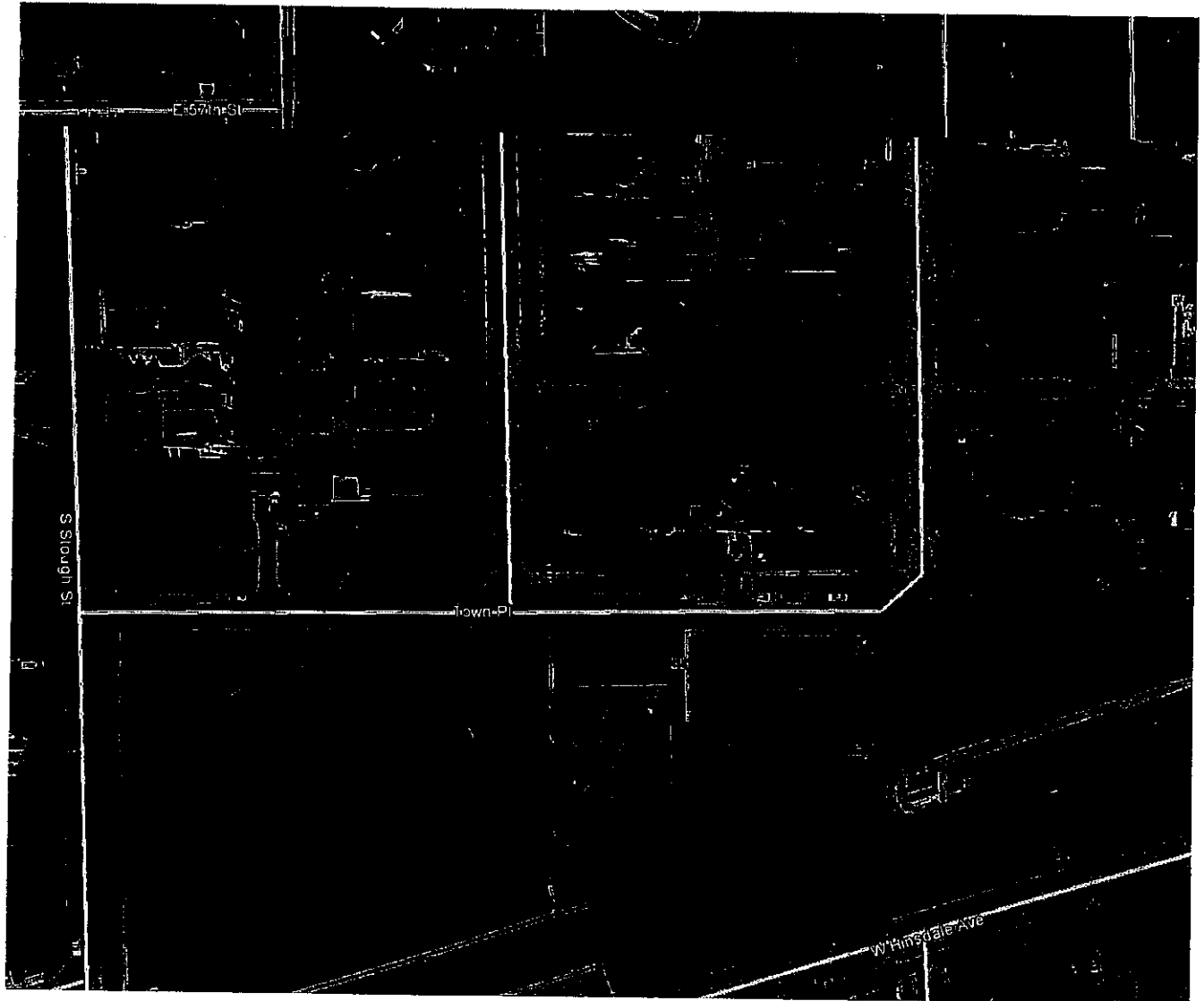
Hinsdale Pool - Trash Receptacles

● Permanent Can
■ 65 gal tota



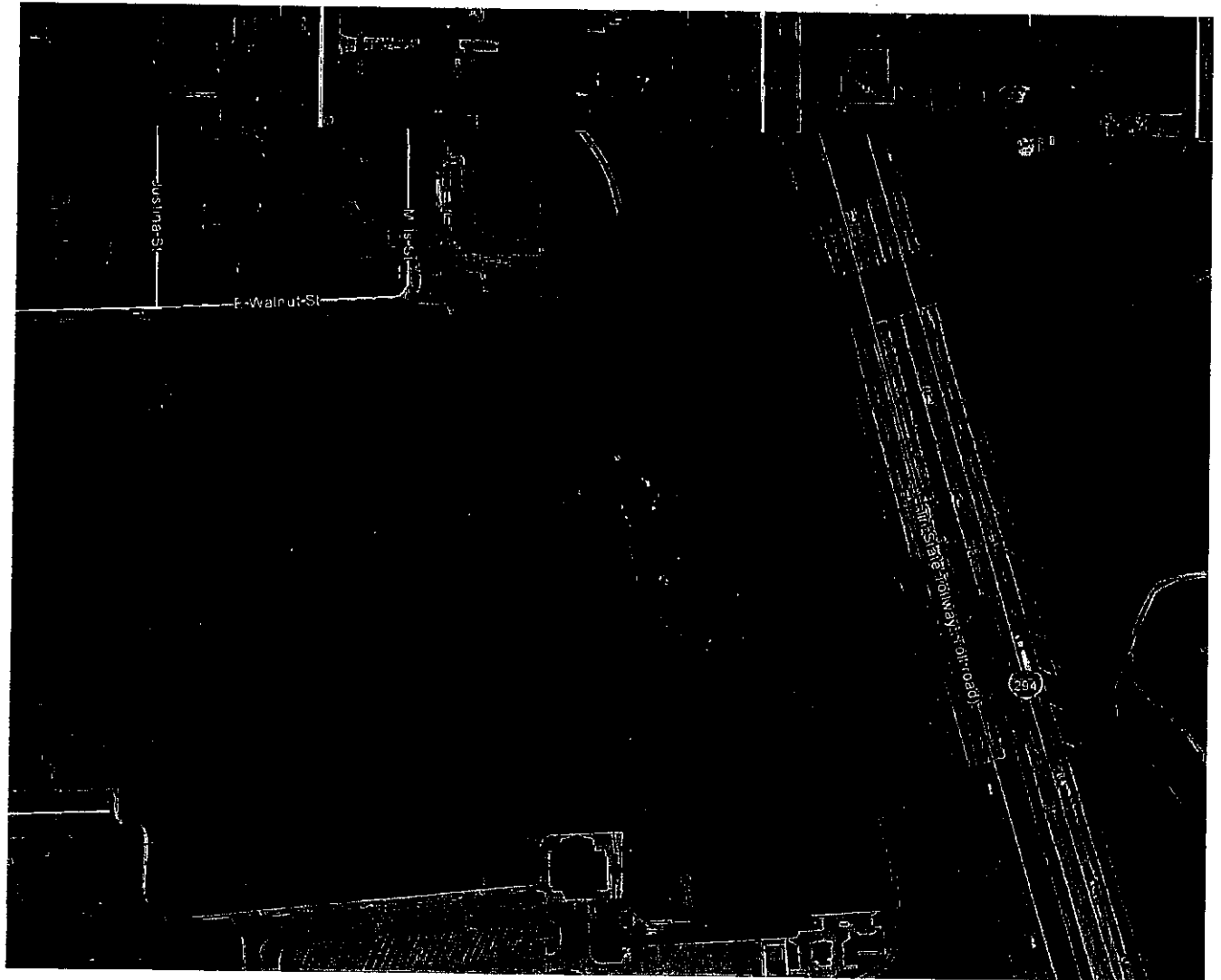
Robbins Park - Trash Receptacles

- Permanent Can
- 65 gal tote



Stough Park - Trash Receptacles

● Permanent Can
■ 65 gal tote



Veeck Park - Trash Receptacles

● Permanent Can
■ 65 gal tote

Organics Collection Program

Food scraps would be co-collected with yard waste, which would mean that existing program could be re-branded as an organics program. In addition to the collection of yard waste, the village's program would accept organics material including fruits, vegetables, meat, etc. As in the past, yard waste would be collected in Kraft paper bags with stickers or in Republic Services supplied carts that would be designated for organics. Food scraps would be collected at the curb in designated organics carts. Residents could also use these carts for yard waste. Service would be provided from April – early December.

Acceptable Organics

- Grass clippings
- Brush
- Flowers
- Leaves
- Fruits and vegetables
- Pastas
- Meat (no bone)
- Breads
- Crackers
- Cereals
- Dairy – cheese, yogurt (no liquids)
- Coffee Grounds
- Egg Shells

Non-Acceptable Organics

- Plastic bags
- Styrofoam
- Bones, seafood
- Shrink wrap
- Chip and candy wrappers
- Plastic forks, knives or spoons
- Plastic containers or wrap from food packaging
- Plastic of any kind
- Glass of any kind
- Paper plates, napkins and cups
- No beverages

Organics/Yard Waste Cart Rental

This would be a voluntary, subscription based program. Service would be provided once a week on the scheduled collection day between April and early December. Rates are contained in Attachment A of this agreement.

