



CITY OF WOOD DALE

PUBLIC NOTICE

IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL WILL CONTINUE ITS REGULAR STANDING COMMITTEE MEETINGS AT 7:30 P.M. ON THURSDAY, OCTOBER 28, 2021 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 NORTH WOOD DALE ROAD, WOOD DALE, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE FOLLOWING AGENDAS:

STANDING COMMITTEES
OF THE
CITY OF WOOD DALE, ILLINOIS
OCTOBER 28, 2021

I. FINANCE & ADMINISTRATION COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. September 9, 2021 Finance & Administration Committee Minutes
- D. Report and Recommendation
 - i. Refuse and Recycling and Disposal Services Contract
- E. Items to be Considered at Future Meetings
 - i. Additional IT Position, winter 2021
- F. Adjournment

POSTED IN CITY HALL ON OCTOBER 22, 2021 AT 4:00 PM
LYNN CURIALE, CITY CLERK
BY: MAURA MONTALVO, DEPUTY CITY CLERK



REQUEST FOR COMMITTEE ACTION

Referred to Committee: October 28, 2021
Subject: Garbage Contract
Staff Contact: Kate Buggy, Director of Admin Services
Department: Administration

TITLE: Refuse and Recycling and Disposal Services Contract

BACKGROUND:

In 2017, the City entered into a contract with Flood Brothers for a residential solid waste collection and disposal service program with an initial term from May 1, 2017 through April 30, 2022. The contract does not include multi-family properties serviced by centralized dumpsters, commercial, industrial, or institutional properties.

Per the contract, six months before the current contract ends, Flood Brothers may submit a proposal for a five (5) year contract extension. The City may determine whether to proceed with the process to negotiate a five (5) year contract extension, or to solicit proposals for a new contractor. The current contract may be extended upon mutual express written agreement by both Flood Brothers and the City.

The Committee discussed this matter at the September 9, 2021 Finance and Administration Committee meeting and determined that it would like to consider Flood Brother's proposal before considering whether the City will solicit proposals from other contractors.

ANALYSIS:

Flood Brothers has submitted the attached contract renewal proposal for an additional five years. The proposal has the same terms, conditions, and limitations as contained in the current contract. Under the current contract, the pricing is \$21.06 per unit for non-seniors and \$17.90 per unit for seniors. Under the proposal, the pricing would stay the

same for 2022 and gradually increase to \$23.13 per unit and \$19.66 per unit, respectively, by May 1, 2026.

The Committee is asked to determine whether the City should renew the contract with Flood Brothers, or whether it should solicit proposals from other contractors. If the City determines it will solicit proposals, Flood Brothers is allowed to submit a proposal for consideration. Additionally, if the City and Flood Brothers pursue but fail to agree on mutually acceptable terms for a contract extension, then the City will be free to solicit proposals from other contractors.

If the City solicits proposals for a new contractor, then the RFP process offers advantages such as the potential to discover new vendors and obtain better rates. However, the RFP process could also be disadvantageous because going out for proposals too often can encourage vendors to increase their rates knowing that they may only have one, limited term with the City. Another consideration is that switching providers often proves to be a burdensome experience for residents in the beginning and it can take some time for residents to adjust to the new service. Finally, there is a nationwide shortage of bins; not only are more people staying home more often and producing more residential trash but supply chain issues have contributed to the shortage.

DOCUMENTS ATTACHED

- ✓ Flood Brothers Contract Renewal Proposal
- ✓ Resolution and 2017 Contract for the Collection and Transportation of Municipal Solid Waste, Recycling, and Landscape Waste



Flood Brathers-J

DISPOSAL/RECYCLING SERVICES

17W609 14TH STREET
OAKBROOK TERRACE, IL 60181-3718
www.floodbrothersdisposal.com

October 22, 2021

Mr. Kate Buggy
Management Analyst
City of Wood Dale
404 N. Wood Dale Rd.
Wood Dale, IL 60191

Re: Flood Brothers Contract Renewal

Dear Ms. Buggy:

Flood Brothers appreciates the opportunity to partner with the City of Wood Dale to provide solid waste services for the residential homes within Wood Dale. We believe our partnership has been beneficial and we look forward to continuing to serve the needs of the City of Wood Dale.

Pursuant to section II-B of our service contract, Flood Brothers is requesting to renew the current contract under the same terms, conditions and limitations as contained in the existing contract for the allowed five additional years. The new term would expire on April 30, 2027. We have included a pricing breakdown for non-senior and senior collections, continued additional services to the City and new added value services we wish to offer the residents and staff of Wood Dale.

Flood Brothers looks forward to working with the City of Wood Dale and we are available to assist in any way.

Sin:Jjp

eJ. Flood
Flood Bros Disposal Co.

Cc: Jeff Mermuys - City Manager





Flood Brothers

DISPOSAL/RECYCLING SERVICES

17W609 14TH STREET
 OAKBROOK TERRACE, IL 60181-3718
 www.floodbrothersdisposal.com

CITY OF WOOD DALE/ FLOOD BROTHERS DISPOSAL

Five Year Pricing Schedule

- Continuation of Current Take All Program: Unlimited Household refuse, recycling, and yard waste, City of Wood Dale Administering the billing of residents, free bulk pickup and free white goods service, under/over 50 pounds.

	<u>Current</u>	<u>May 1st</u> <u>2022</u>	<u>May 1st</u> <u>2023</u>	<u>May 1st</u> <u>2024</u>	<u>May 1st</u> <u>2025</u>	<u>May 1st</u> <u>2026</u>
Non-Senior	\$21.06/Unit	\$21.06/Unit	\$21.59/Unit	\$22.07/Unit	\$22.62/Unit	\$23.13/Unit
Senior	\$17.90/Unit	\$17.90/Unit	\$18.35/Unit	\$18.76/Unit	\$19.23/Unit	\$19.66/Unit

Continued Additional Services

- Backdoor Service = \$15.00/Unit in addition to the basic monthly service rate, billed direct to residents.
- Additional Cart Rental = \$2.15/Month, billed direct to residents.
- Collection of refuse and recycling at City-Sponsored Events at no cost, including but not limited to Prairie Fest and Wood Dale Memorial Day Parade. The availability to provide portable restrooms and wash station services or \$5,000.00 each contract year toward the costs of portable restroom and wash stations at City-Sponsored Events. Additional events maybe added during the term of the contract as requested by the City.
- Bulk Brush Collection payment of \$6,500.00 per occurrence (max 6) annually, to assist in the cost of the City's annually bulk brush pick-up service.





Flood Brothers

DISPOSAL/RECYCLING SERVICES

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www.floodbrothersdisposal.com

CITY OF WOOi) DALE/ FLOOD BROTHERS DISPOSAL

New Added Value Services

- Annual Spring Recycling Event at no cost to the City, details to be coordinated with Staff in accordance with County Recycling guidelines. Flood Brothers will provide an Annual Document Shred and Electronics Event. We will provide at no cost re-usable bags. Option to explore a curbside every month program for non-TV electronics.
- Annual Pumpkin Smash at no cost to the City. Residents will be allowed to dispose of their pumpkins, details to be coordinated with Staff in accordance with County Recycling guidelines.
- Public Works roll of f^fdumpsters (10yd, 20yd or 30yd) to be provided at no cost to the City, maximum of twenty (20) roll of f^fdumpsters per year. Currently a cost to the City of over \$8,000.00 with an average use of sixteen (16) per year.
- Street Sweeping: Annual Street sweeping post Memorial Day parade, One (1) annual street sweep of the RTA Lot at no cost to the City.



NEIGHBORING COMMUNITIES

<u>Community</u>	<u>Monthly Rates</u>	<u>Hauler</u>	<u>Notable Service Level Differences</u>
Bensenville	Non-Senior = \$24.97 / Senior = \$21.22	Republic	Includes multi-family properties, refuse limit of 1 cubic yard or 6-35gal personal cans.
Itasca	\$20.85	Republic	Multi-family properties included, Fuel Recovery Fee, over \$4.65 Midwest Region, \$2,500 sponsorship 4th of July and \$5,000 cap on electronics event.
Addison	\$24.85	Republic	Exclusive franchise community includes businesses and multi-family properties and school/churches included, all roll offs
Elk Grove Village	Non-Senior = \$21.10 / Senior = \$18.99	Groot	Yardwaste is additional cost (stickers or annual subscription), multi-family properties and school/churches included, 1 bulk item/wk, 3.75% annual increase, no DIY collection.
Roselle	Non-Senior = \$18.81 / Senior = \$13.55	Flood Bros	Yardwaste is additional cost (stickers or annual subscription), exclusive franchise community includes businesses and multi-family properties and school/churches included, 1 bulk item/wk,
Bloomington	Non-Senior = \$18.09 / Senior = \$14.12	SBC Waste	Yardwaste is additional cost (stickers or annual subscription), limit 10-35gal to addl. Refuse or DIY cans, Ewaste no charge 1x month, but TVs are \$18.00 - \$30.00 per item, HOA's included.
Glendale Heights	Non-Senior = \$26.17 / Senior = \$17.22	Republic	Includes multi-family properties, refuse limit of 1 cubic yard or 6-35gal personal cans.
Elmhurst	\$24.32	Republic	Yardwaste is additional cost (sticker or subscription), additional waste requires refuse sticker, bulk items and white goods require stickers.
Rosemont	\$14.92	Republic	HOA's included, Commercial Entertainment District Collection included, annual increase rate 3%
Franklin Park	\$25.45	Republic	Fuel Recovery Fee, 1 cubic yard of DIY construction.
Villa Park	\$22.70	LRS	Yardwaste is additional cost (stickers), free leaf pick up for two weeks. 3 cans of DIY, 1 bulk item per week.
Northlake	\$9.95	LRS	City pays the dump bill, yard waste is additional cost.

RESOLUTION NO. R-17-04

A RESOLUTION SEEKING TO APPROVE A CONTRACT BETWEEN THE CITY OF WOOD DALE AND FLOOD BROTHERS DISPOSAL CO. FOR MUNICIPAL SOLID WASTE, RECYCLING AND LANDSCAPE WASTE

WHEREAS, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks FLOOD BROTHERS DISPOSAL CO. for the MUNICIPAL SOLID WASTE, RECYCLING AND LANDSCAPE WASTE CONTRACT; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of FLOOD BROTHERS DISPOSAL CO. the Mayor and the City Council find FLOOD BROTHERS DISPOSAL CO is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2 The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3 The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 19th day of January, 2017

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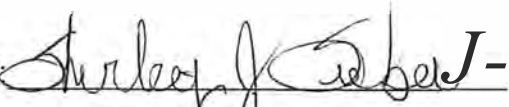
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APPROVED this 19th day of January, 2017

SIGNED◆◆

Annunziato Pulice, Mayor

ATTEST  J-
Shirley J. Siebert, City Clerk

**CONTRACT
FOR THE COLLECTION
AND TRANSPORTATION**

ORIGINAL

**OF
MUNICIPAL SOLID WASTE, RECYCLING AND LANDSCAPE WASTE**

THIS AGREEMENT ("Agreement") made and entered into this 19th day of NOVEMBER, 2017 by and between the following parties: the CITY OF WOOD DALE, an Illinois municipal corporation, (hereinafter referred to as "City") and Flood Bros Disposal Co., an Illinois corporation, (hereinafter referred to as "Contractor"):

WITNESS ETH

WHEREAS, the Legislature has expressly authorized the exercise of the powers herein, pursuant to the Illinois Municipal Code (65ILCS 5/11-19-1), which provides that corporate authorities may make contracts for the collection and disposal of refuse and recyclable materials; and

WHEREAS, the Contractor has submitted a proposal for the collection and disposal of municipal waste, recycling and landscape waste collection services to all residents in the City; and

WHEREAS, the Mayor and Alderman of the City have determined that acceptance of the Contractor's proposal will serve the public health, safety and welfare and is in the best interests of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- A. Agreement: Agreement shall mean and refer to this contract.
- B. Bulk Items: Any item of Municipal Solid Waste, as defined herein, which is not able to be adequately reduced to fit in a City approved Municipal Solid Waste container, such as discarded furniture, fixtures, and small amounts of construction or demolition debris.
- C. Construction Debris: Shall have the same meaning as in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. and the regulations adopted thereunder.
- D. Contractor: Contractor shall mean and refer to Flood Bros Disposal Co.

- E. Excluded Waste: Medical, Hazardous and Special Waste as defined by state or Federal law or regulation, large dead animals (equal or greater than ten (10) pounds), Televisions (CRT Monitors), vehicle batteries, large automobile parts, automobile or other tires and any other material which cannot be disposed of at an Illinois sanitary landfill or requires a special permit or approval for disposal.
- F. Landscape Waste: All accumulations of grass, or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of residential structures which are located within the corporate limits of the City.
- G. Municipal Solid Waste: Shall mean and refer to all waste, as defined by Section 3.535 of the Illinois Environmental Protection Act (415 ILCS 5/3.535), which is not Hazardous and other discarded or abandoned material including, without limitation, garbage, rubbish, Bulk Items and small amounts (one cubic yard or less) of building materials and construction or demolition debris, or other similar waste otherwise generated by Residential Units or collected pursuant to non-reimbursable services required under this Agreement. Municipal Solid Waste shall not include Excluded Waste, Recyclable Material, White Goods and Landscape Waste.
- H. Recyclable Material: Shall mean and refer to those materials specified in this Agreement which are to be collected for recycling or reuse and which are generated by Residential Units.
- I. Residential Property: Shall mean and refer to only single family residential structures and any multiple family structure of up to and including two residential units and which is located within the corporate limits of the City.
- J. Residential Unit: Shall mean and refer to only single family residential dwelling units and any residential dwelling unit located in a multiple family structure of up to and including two residential units and which is located within the corporate limits of the City.
- K. City: Shall mean and refer to the City of Wood Dale, an Illinois municipal corporation.
- L. White Goods: Shall include all ranges, refrigerators, water heaters, freezers, air conditioners, humidifiers, other similar domestic and commercial large appliances and other items required by law to be treated or processed prior to disposal which are discarded by a Residential Unit.

II. GENERAL

- A. The City hereby grants to the Contractor the right, privilege and license for the collection and transportation (but not the transfer or disposal) of Municipal Solid Waste; the collection, transportation, and disposal (including processing or treatment prior to disposal as required by law) of White Goods; the collection, transportation, treatment and/or disposal of Landscape Waste; and the collection, transportation, processing and marketing of all Recyclable Materials, when residents in Residential Properties set such waste and other materials out for collection by the City, during the term of and in accordance with the provisions contained in this Agreement, commencing on May 1, 2017, until and through April 30, 2022, unless and until terminated as otherwise provided herein with written notice (120 days prior notice) to the other party as the effective date of termination by certified mail, returned receipt requested.
- B. Not later than six (6) months prior to the end of the initial contract term, the Contractor may submit a proposal for a five (5) year contract extension. It shall be the right of the City to determine whether to proceed with the process to negotiate a five (5) year contract extension, or to solicit bids or proposals for a new contractor or to solicit bids or proposals for a new contractor. The City shall provide written notice to the Contractor of such determination. If the City determines to solicit new bids or proposals, the Contractor shall be entitled to submit a bid or proposal for consideration. Additionally, should the City and Contractor pursue, but fail to agree on mutually acceptable terms for a five (5) year contract extension, within three months of the end of the current Agreement term, the City shall be free to solicit bids or proposals from other contractors for a new exclusive franchise contract and the Contractor shall be free to bid for such contract or submit its proposal, as the case may be.
- C. The Contractor agrees to furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services and processing necessary and incidental to rendering the aforesaid services.
- D. The Contractor shall undertake to perform all services rendered hereunder in a neat, orderly and efficient manner; to use due care and diligence in the performance of said duties under the terms and provisions of this Agreement; and to provide neat, orderly and courteous personnel on its crews.
- E. The Contractor shall remove all material placed for collection which is to be collected under this Agreement, including spillage on private or public property. The Contractor shall close all gates both upon entering and leaving premises after emptying containers. The Contractor's personnel shall not cut across rear, front or side yards, or flower beds to adjoining premises without permission of the owner.
- F. The Contractor shall designate, in writing, the person to serve as agent for the Contractor. Said person shall serve as Service Liaison between the Contractor

and the City and all Residential Units. The Service Liaison shall be responsible for handling all service-related questions and coordinating all service changes/modifications related to any unit or property served by this Agreement. The City may, with proper notice given, inspect the Contractor's operations, records, and equipment at any reasonable time and location.

- G. Collected Materials shall be delivered to Disposal Facilities at the sole expense of the Contractor. Disposal Facilities must be operated lawfully and permitted properly pursuant to the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and any other applicable laws, statutes, regulations, or ordinances of government bodies. All Recyclables shall be recycled regardless of the income received or cost resulting from their sale. All Christmas Trees shall be delivered to a Composting facility. Christmas Trees shall not be incinerated or discarded in a landfill.

The Contractor at all times shall maintain access to disposal facilities approved by the Illinois Environmental Protection Agency (IEPA), the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services, all in accordance with the specification and provisions contained in the Agreement.

- H. The Contractor shall continue to provide services in a timely and complete manner in the event of any labor stoppage or slow down. The Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees to perform its obligations under this Agreement and as noted in the proposal provided.

III. COLLECTION SERVICES

A. Residential Unit Municipal Solid Waste Collection:

- 1. The Contractor shall collect and transport to a facility all Municipal Solid Waste set out for collection in containers approved by the City when said containers are placed for collection in the vicinity of the street curb or alley as designated by the City, or at the back door, if the Residential Unit has chosen and paid for the back door service described below. The Contractor is not responsible at Residential Units for collection of loose materials or materials from commercial or other non-household activities unless a special pick-up is ordered. Each Residential Unit may place Bulk Items and White Goods as a part of the regularly scheduled Municipal Solid Waste collection without additional cost. Municipal Solid Waste shall be placed out for collection as follows:
 - a. First, in a Contractor-supplied 95 gallon wheeled cart. Contractor will also have available 65 & 35 gallon carts for residents.
 - b. In the event that there is excess waste that does not fit in the Contractor-supplied cart, then in a resident-supplied metal or

plastic durable container of no more than 35 gallons capacity of standard waterproof construction with handles suitable for lifting by one person, not exceeding fifty (50) pounds in weight; or in a heavy duty plastic bag of no more than 35 gallons capacity, not exceeding fifty (50) pounds in weight.

- c. All Residential Unit service levels shall include the unlimited collection of Christmas trees at no additional charge.
2. The Contractor will be responsible for providing, at its sole cost and expense, a City-approved 95 gallon wheeled refuse cart to each Residential Unit at the commencement of this Agreement and to replace broken or worn out carts, as needed. The Contractor may require a refundable deposit of \$60.00 to replace missing containers. Residential Units shall be provided a 35 or 65 gallon cart in lieu of a 95 gallon wheeled cart or an additional cart for an additional cost as specified in **Exhibit A**. All said containers shall remain property of the Contractor. The Contractor shall maintain an inventory of refuse carts.
3. Collection shall occur between the hours of 7:00 a.m. and 6:00 p.m.

B Residential Unit Recycling Collection:

1. The Contractor shall provide a 65 gallon recycling cart at no charge to each household receiving curbside refuse collection via exclusive franchise contract with the City. The Contractor shall allow recycling materials to be comingled (i.e. plastic, glass, metal and paper products mixed together). The Contractor shall provide preparation requirements for households participating in the recycling program including: rinsing, removing labels, flattening, removing caps and lids, etc.
2. Minimum Recycling Materials to be Collected
At a minimum, the Contractor shall collect the following recycling materials:

Non-paper Items:

- Cloudy white HOPE (#2) plastic milk and water jugs
- Colored HOPE (32) plastic blow molded containers
- PETE (#1) plastic blow molded containers
- LOPE and HOPE soft plastic 6 & 12 pack rings
- Brown, green, and clear glass containers
- Aluminum formed containers/wrap
- Steel/tin/bi-metal cans
- Aerosol cans

- Formed steel containers
- Aluminum cans
- Aseptic packaging and gable-top containers

Paper Items

- Corrugated cardboard
- Chipboard (Paperboard)
- Newspaper (ONP)
- Magazines and catalogs (glossy & non-glossy)
- Telephone directories
- Brown kraft paper bags
- Frozen food packages
- Mixed paper
- Wet strength carrier stock

The aforementioned materials shall be referred to as the basic recycling package.

3. Non-Conforming Recycling Receptacles

Residents will be allowed to supplement the single container with a generic container if the receptacle provided by the Contractor is not large enough to accommodate a resident's needs and that are clearly marked with a "recycling" label. Recyclable material packed in such generic containers shall be collected by the Contractor with all other recyclable material.

1. The Contractor shall cooperate with the City in advertising and promoting the Residential Unit recycling program. At the commencement of this Agreement, the Contractor shall be responsible for developing, printing and delivering, at no additional cost to the City or Residential Units, to every Residential Unit, a brochure (printed on recycled-content paper with a minimum of 15% post consumer content) explaining the Municipal Solid Waste, Recycling Material, White Goods, Landscape Waste, Special Pick-up and Construction Debris programs. The City shall have editorial approval over said brochures. On request of the City, the Contractor shall provide the City with additional copies of each brochure for use by the City at the City Hall and for insertion in the City's new resident information packets. Upon request of the City, and with reasonable notice, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain the collection program throughout the term of this Agreement. The number of meetings shall not exceed two (2) per year.
2. Any material placed for collection, which is not specified above or not properly prepared shall not be collected:

- a. A "SORRY NOTE" is to be placed on the material stating the reason the material was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the City's request, be reported to the City.
 - b. The Contractor shall, at its own cost, provide "SORRY NOTES."
3. The Contractor shall provide City-approved 65 gallon recycling carts and these will be distributed by the Contractor to each Residential Unit that had carts owned by the previous contractor at the commencement of this Agreement. New residents or Residential Units with existing carts owned by the City shall continue to use the City-owned carts until they are broken or worn out beyond use, at which time they shall be replaced by Contractor with a Contractor-owned cart. In addition, and at the request of the Contractor, the City shall maintain an inventory of fifteen (15) 65 gallon recycling carts for distribution by the City at a place in the City designated by the City. Contractor may charge a nominal bi-monthly fee (\$2.50 as of the Effective Date of this Agreement) for rental of Contractor-owned landscape or recycling carts, and may offer them for sale to customers in lieu of rental.
4. The Contractor may request changes, modifications or alterations in the manner in which residents set out Recyclable Material for collection in order to accommodate changes in collection and/or processing Technologies. Any such change, modification or alteration shall be subject to the City's approval.

C. Residential Property Landscape Waste Collection:

1. The Landscape Waste collection season shall be from April 1 to November 30 of each year during the term of this Agreement.
2. The Contractor shall provide once per week unlimited Landscape Waste collection to each Residential Property. Unlimited Landscape Waste Collection shall include collection of unlimited quantities of bagged leaves and grass clippings during the fall leaf season. Amounts of Landscape Waste in excess of one cubic yard are subject to special pick-up service and charges. Landscape Waste must be segregated from other materials and packaged as follows:
 - a. Contained within City approved 35 gallon or smaller containers, Kraft Paper Bags or in bundles;
 - b. Contained in customer-supplied waterproof rigid containers made of metal or plastic with two handles of no more than 35 gallons capacity, not exceeding 50 pounds and that are clearly marked with a "landscape waste only" sticker to be provided by the Contractor

at its sole cost and expense; and

- c. Contained within bundles of brush:
 - i. not exceeding fifty (50) pounds in weight;
 - ii. not exceeding two feet in diameter;
 - iii. containing individual branch lengths not exceeding four feet; and
 - iv. individual branch diameters not exceeding three inches.
3. Any Landscape Waste placed for collection not meeting the above requirements herein shall not be collected. In such an event, the Contractor shall affix thereto:
 - a. A "SORRY NOTE" to be placed on the material stating the reason it was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the City's request, be reported to the City.
 - b. The Contractor shall, at its own cost, provide "SORRY NOTES."
3. Christmas trees left at the designated collection point shall be collected during the two-week period ending two weeks after New Year's Day of each year during the term of this Agreement, at no additional cost.

D. Special Pick-Up Service:

1. Residential Properties shall notify the Contractor to provide special pick-up service for any of the wastes or other materials collected under this Agreement. The Contractor shall promptly provide the Residential Property with a price estimate for the requested special pick-up service. Thereafter, the Residential Property shall authorize the Contractor to provide the special pick-up service.
2. Special pick-up service shall be provided by the Contractor on the following day after receiving a special pick-up request from a Residential Property. The Contractor shall bill the Residential Property directly for the cost of this service.

E. Construction Debris Collection:

1. Construction Debris collection service shall be provided to any Residential Unit for disposal of large amounts of Construction Debris through the utilization of Contractor-supplied 10, 20 or 30 cubic-yard roll-off containers or through a special pick-up. Special pick up service for construction debris will be made using customer-supplied waste containers

or material placed out for collection in bundles.

Bundles placed out for collection shall:

- i. not exceed fifty (50) pounds in weight;
 - ii. not exceed two feet in diameter; and
 - iii. Contain individual pieces not exceeding four feet.
2. The Residential Unit shall notify the Contractor of the size of the dumpster or roll-off box requested and when to deliver and collect it.
 3. Construction Debris service shall be provided by the Contractor within twenty-four (24) hours after receiving a Construction Debris service request from a Residential Unit, or on the next business day if a Saturday, Sunday or Holiday is within twenty-four (24) hours after receiving such request. The Contractor shall bill the Residential unit directly for the cost of this service.

IV. GENERAL COLLECTION SERVICE PROVISIONS

- A. The Contractor shall provide regular Municipal Solid Waste collection service once each week on Monday or Tuesday to each Residential Unit. The Contractor shall provide Recyclable Material collection service once each week on Monday or Tuesday to each Residential Unit. The Contractor shall provide Landscape Waste collection service once each week on Monday or Tuesday from the first Monday in April through and including the last Tuesday in November to each Residential Property. The Contractor shall provide White Goods collection service once each week on Monday or Tuesday to each Residential Unit. Residents will be required to call ahead for White Goods collection.
- B. Collection routes shall be established by the Contractor within collection areas which shall be designated by the City. The Contractor shall submit a map designating the collection routes to the City, for its approval, which approval shall not be unreasonably withheld. The Contractor may, from time to time, propose to the City changes in routes, approval for which shall not be unreasonably withheld. Upon City's approval of proposed changes, the Contractor shall at its sole cost and expense, promptly give written and published notice to the affected Residential Units.
- C. Municipal Solid Waste, White Goods, Recyclable Material and Landscape Waste shall be collected from all Residential Units once each week on Monday or Tuesday and from the same collection point. Back door service for Residential Units, however, shall not be available for other than Municipal Solid Waste and arranged prior to collection between the Contractor and the Resident.
- D. At the end of each day, all materials collected in the City shall be transported to a

properly permitted and lawfully operated facility at the Contractor's sole expense. Such transportation shall be performed in an environmentally safe and responsible manner.

- E. The Contractor shall prepare and submit to the City a monthly report accurately detailing:
1. the total weight of the Municipal Solid Waste collected, and the location to which it was transported; and
 2. the weight of Recyclable Materials collected, and the facility or facilities to which Recyclable Materials have or will be sent; and
 3. the weight of Landscape Waste collected and the site or sites to which it was transported; and
 4. the number of White Goods collected, their total weight, and the processing facility and disposal site or sites to which they were transported; and
 5. any other data reasonable requested by the City; and
 6. The weekly set-out rates and monthly participation rate for the recycling program.

The Contractor shall also prepare and submit to the City the following reports:

7. Semiannual reports on the market for recyclables, including prices.
8. A report that summarizes the monies received by the Contractor for the sale of each material collected and sold by the Contractor during the first 4.5 years of this contract. This report shall be provided to the City within 30 days after the end of the 4.5-year reporting period.

- F. Municipal Properties. The Contractor shall furnish all services offered under this Agreement free of charge to all public buildings and public properties under the jurisdiction of the City during the term of this Agreement.
1. The Contractor shall provide City- owned facilities with scheduled or on request collection of outside waste storage containers as found in Exhibit A.
 2. The Contractor shall provide recycling collection services to municipal properties on Monday and Tuesday as found in Exhibit A Map. In all cases, municipal properties can recycle the same recyclable materials as in the Residential Unit recycling program.
- G. The Contractor shall, at no charge to the City, provide Municipal Solid Waste and Recyclable Material services to City-sponsored events or supported festivals each year. Each festival shall be designated by the City in writing and last a maximum of four days. For each such festival the Contractor shall supply sufficient recycling and Municipal Solid Waste containers, collect Recyclable Materials and Municipal Solid Waste from the festivals and transport those materials to the same facilities as similar materials collected from Residential Units. Contractor will provide on an annual basis the payment of \$5,000 toward the costs of portable restroom and wash stations for such festivals.
- H. The Contractor will provide payment to the City for Brush Collection annually at the maximum amount of six (6) collections in total of \$6,500.00. This amount can change based on mutual agreement with Contractor and City.
- I. At the request of the City, the Contractor shall provide municipal waste pickup services for emergencies including, but not limited to, flooding and other significant storm events. The value of the emergency services provided at no cost to the City shall not exceed \$5,000 per year. The maximum value of the emergency services in any one year shall not exceed \$5,000 paid by the Contractor, with no rollover. Proof of the amount of such service used in any one year of the term of this Agreement shall be provided to the City within sixty (60) days of completion of the service. Notwithstanding the above, the Contractor may request that the City seek reimbursement for the Contractor from Federal, State, County or other authorities for these amounts.
- J. In order to protect the public health, safety and welfare and at the request of the City, the Contractor shall collect quantities of Municipal Solid Waste, Recyclable Material, Landscape Waste and White Goods left at the street curb or alley without proper preparation in unusual circumstances (e.g. evictions or "skip-outs") and shall bill the City for the actual cost thereof. The City agrees to assist the Contractor in identifying the property owner(s) for this purpose.
- K. Holidays. The following days shall be considered holidays for purposes of this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Should one of these holidays fall on or before a regularly scheduled collection day, collection shall be one day late after the holiday for the remainder of that week. The Contractor shall inform the residents of each change in schedule through email blasts, social media and public notices through the City. No other change in the weekly schedule shall be allowed without prior written consent of the City.

- L. The Contractor shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, and between the hours of 8:00 a.m. and Noon on Saturdays, to handle inquiries and complaints connected with services provided under this Agreement. All complaints shall receive prompt and courteous attention from the Contractor. Complaints alleging missed collections shall be investigated promptly and, if verified, the Contractor shall arrange for collection within twenty-four (24) hours of complaint.
- M. If the Contractor is unable to resolve a complaint in a satisfactory manner within seventy-two (72) hours after receipt of a complaint, written notice shall be delivered to the City with the name and address of the resident or property, date and time of complaint, nature of complaint and the Contractor's response. The City shall intervene, mediate the dispute and render a final binding decision.
- N. The Contractor shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, and between the hours of 8:00 a.m. and Noon on Saturdays, to handle inquiries and complaints connected with services provided under this Agreement. All complaints shall receive prompt and courteous attention from the Contractor. Complaints alleging missed collections shall be investigated promptly and, if verified, the Contractor shall arrange for collection within twenty-four (24) hours of complaint.
- O. If the Contractor is unable to resolve a complaint in a satisfactory manner within seventy-two (72) hours after receipt of a complaint, written notice shall be delivered to the City with the name and address of the resident or property, date and time of complaint, nature of complaint and the Contractor's response. The City shall intervene, mediate the dispute and render a final binding decision.
- P. Services provided by the Contractor shall be performed in a good, workman-like manner.

- Q. The Contractor shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, and between the hours of 8:00 a.m. and Noon on Saturdays, to handle inquiries and complaints connected with services provided under this Agreement. All complaints shall receive prompt and courteous attention from the Contractor. Complaints alleging missed collections shall be investigated promptly and, if verified, the Contractor shall arrange for collection within twenty-four (24) hours of complaint.
- R. If the Contractor is unable to resolve a complaint in a satisfactory manner within seventy-two (72) hours after receipt of a complaint, written notice shall be delivered to the City with the name and address of the resident or property, date and time of complaint, nature of complaint and the Contractor's response. The City shall intervene, mediate the dispute and render a final binding decision.
- S. Services provided by the Contractor shall be performed in a good, workman-like manner.
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- T. The Contractor shall furnish capable personnel for use in the crews of the Contractor performing the services specified in this Agreement. The Contractor shall prohibit any drinking of alcoholic beverages or the use of any controlled substance, except by doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.
- In the event that any of the Contractor's personnel is deemed by the City, in its sole discretion, to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, incompetence, improper attire, or by the virtue of abusive or obnoxious behavior, the Contractor shall immediately remove such person from work within the City and replace that person with a suitable and competent person at no expense to the City.
- U. All Municipal Solid Waste, Landscape Waste or Recyclable Material containers damaged by the Contractor shall be repaired or replaced at the sole expense of the Contractor.
- V. The Contractor covenants and agrees to comply with all applicable laws, ordinances and regulations in any manner related to the Contractor's rights, duties, obligations or operations under this Agreement. The Contractor shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.
- W. The Contractor shall collect only such materials as required herein. The Contractor shall not collect or transport any Hazardous Waste or any other waste or material which the designated transfer station and/or disposal or other facility receiving such waste is not permitted to receive. The Contractor shall train its employees to screen the materials collected so that nothing restricted from collection by this Agreement is collected.

- X. All Municipal Solid Waste, Landscape Waste or Recyclable Material containers damaged by the Contractor shall be repaired or replaced at the sole expense of the Contractor.
- Y. The Contractor covenants and agrees to comply with all applicable laws, ordinances and regulations in any manner related to the Contractor's rights, duties, obligations or operations under this Agreement. The Contractor shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.
- Z. The Contractor shall collect only such materials as required herein. The Contractor shall not collect or transport any Hazardous Waste or any other waste or material which the designated transfer station and/or disposal or other facility receiving such waste is not permitted to receive. The Contractor shall train its employees to screen the materials collected so that nothing restricted from collection by this Agreement is collected.
- AA. All Contractor employees shall carry official company identification and shall present such identification upon request. Vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle they operate. Vehicle operators shall obey all traffic regulations.

V. EQUIPMENT

- A. The Contractor shall use modern, enclosed equipment, complete with a hydraulic compacting system in the collection of Municipal Solid Waste and Landscape Waste.
- B. Equipment used in the performance of the services under this Agreement shall be properly licensed by the State of Illinois and conform to all applicable safety standards.
- C. The appearance and sanitary condition of collection vehicles and other equipment will be maintained to high standards by cleaning, washing, painting and disinfecting as necessary. All equipment operated by the Contractor will be in good repair at all times.
- D. The Contractor shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with applicable City Ordinances.
- E. All collection vehicles shall display the name of the Contractor, and a vehicle identification number that is clearly visible on both sides of the vehicle.

VI. CARE AND DISPOSITION OF MATERIALS

- A. All Municipal Solid Waste shall be removed from the City at the close of each collection day and transported to a facility at the Contractor's expense.
- B. All Landscape Waste shall be disposed of at a facility designed to treat, compost, grind or land apply the waste, unless otherwise authorized by the State of Illinois. The City reserves the right to approve the final disposal site of all Landscape Waste.
- C. All Recyclable Materials shall be collected, separated and processed to facilitate the sale of Recyclable Material to remanufacturers for post-consumer use. No materials collected as Recyclable Material shall be deposited at a landfill or waste incinerator without prior written approval of the City.
- D. The Contractor shall not cause or contribute to litter in the process of making collections.
- E. All materials collected by the Contractor shall be so contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented.
- F. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material over which it exercises control occurring prior to the delivery of the material to its intended destination.

VII. COST OF SERVICES

A. STANDARD MUNICIPAL SOLID WASTE SERVICE:

- I. The Contractor agrees to provide once a week unlimited refuse waste collection service to Residential Units. The Contractor shall be compensated each month of the year by the City for services hereunder in accordance with Exhibit A.

B. UNLIMITED RECYCLING SERVICES:

- I. The Contractor agrees to provide once a week unlimited recycle waste collection service to Residential Units. The Contractor shall be compensated each month of the year by the City for services hereunder in accordance with Exhibit A.

C. UNLIMITED LANDSCAPE WASTE SERVICE:

- I. The Contractor agrees to provide once a week unlimited landscape waste collection service to Residential Units from April 1 through November 30 of each year. The Contractor shall be compensated each month of the year by the City for services hereunder in accordance with Exhibit A.

D. SPECIAL PICK-UP SERVICES:

1. All Residential Units shall pay the Contractor directly for special pick-up services hereunder.
2. All Residential Units shall be billed directly by the Contractor, as appropriate, for the cost of special pick-up services at a rate no greater than that set forth in Exhibit A. There shall be no other compensation paid to the Contractor for special pick-up services.

E. CONSTRUCTION DEBRIS SERVICES:

1. All Residential Units shall pay the Contractor directly for Construction Debris services hereunder.
2. All Residential Units shall be billed directly by the Contractor, as appropriate, for the cost of Construction Debris services at a rate no greater than that set forth in Exhibit A. There shall be no other compensation paid to the Contractor for Construction Debris services.

F. DISPOSAL SERVICES:

The Contractor shall pay all disposal fees.

G. MISCELLANEOUS COST PROVISIONS:

1. The parties agree that the number of Residential Units in the City as of the date of this Agreement are:
 - i. 3,424 Residential Units in single unit structures;

The City shall determine the number and type of Residential Units, Multi-Family Units and Commercial Properties on December first and June first of each year. That determination shall govern the relevant provisions of this Agreement.

2. The Contractor shall retain the proceeds from the sale of Recyclable Material as payment for the collection and processing of Recyclable Material.
3. The Contractor shall be paid only those costs expressly set forth in this Agreement. Any services for which an express cost is not provided shall be performed at the Contractor's sole cost and expense without limitation, such services include those with respect to White Goods.
4. The approval of any increase in the monthly charges, as a result of any fuel

request increase, shall be mutually agreed upon and shall reasonably be reflective of increase in fuel prices.

5. All compensation due the Contractor under this Agreement is expressly set forth herein. Said compensation shall be the full and only amount due and shall include without limitation:

- i. all applicable taxes, surcharges and fees; and
- ii. the cost of permits, licenses and all other certifications and approvals required by Federal, State and local laws, regulations and ordinances.

VIII. FINANCIAL ASSURANCE

A. At the request of the City, the Contractor shall furnish a year-end financial report and a sworn statement from the Chief Operating Officer of the Contractor verifying the existence and veracity of the report.

B. The Contractor shall furnish a Performance Bond for the faithful performance of this Agreement, said Performance Bond to be executed by a responsible surety company rated AAA or better by Best's Insurance Reports. The Bond shall be in the penal sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) for the period of this Agreement, including any renewal thereof. The Performance Bond shall be conditioned upon the faithful performance by the Contractor of its obligations under this Agreement and upon its full compliance with the all applicable laws, ordinances and regulations. Said Performance Bond shall indemnify the City against any loss resulting from any breach or failure of performance.

C. Insurance:

1 The Contractor shall at all times during the pendency of this Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance including contractual liability coverage. Certificates or other evidence of such insurance shall be furnished by the Contractor to the City prior to the Contractor entering upon the performance of said Agreement. The Contractor shall carry the following types of insurance in at least the limits specified below:

Worker's Compensation	Statutory as amended from time to time.
Employer's Liability	\$1,000,000.00 each occurrence

Commercial General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Commercial Automobile Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$5,000,000.00 each occurrence

2. Said insurance policies shall provide that they cannot be canceled without thirty (30) days prior written notice to the City. The Contractor shall furnish the City with certificates evidencing that the insurance provided for herein is maintained by the Contractor. The City and its officers, appointed and elected officials, Mayor, Aldermen, employees, agents, servants and representatives shall be named as additional insureds on each policy. Further, the Contractor's insurance shall include contractual liability coverage of the indemnifications and other potential liabilities under this Agreement.
3. The Insurance coverage specified herein constitutes the minimum requirement and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement, or supersede applicable minimum requirements from time to time as set by law. The Contractor shall procure and maintain, at its sole 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 its duties under this Agreement.
4. The Contractor shall defend, indemnify and forever keep and hold harmless, the City and its officers, appointed and elected officials, Mayor, Aldermen, employees, agents, servants and representatives against any and all claims for injuries, death, loss, damages, charges, claims of every type, nature and description (including without limitation environmental and patent claims), suits, liabilities, judgments, reasonable attorney's fees, costs and expenses in any manner connected with this Agreement or the services rendered hereunder; provided, however, that this provision shall not apply when the injury or loss is caused by the negligence of City employees.
5. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by this Agreement, shall in no way limit its responsibility to defend, indemnify, keep and hold harmless and defend the City, and its officers, appointed and elected officials, Mayor, Aldermen, employees, agents, servants and representatives as hereinabove provided.

- 6 The Contractor's duty to comply with all applicable laws, ordinances and regulations and to indemnify and insure the City shall survive the termination of this Agreement.
- 7 The Contractor agrees that in the event a judgment should be entered against the City or its officers, appointed and elected officials, Mayor, Aldermen, employees, agents, servants and representatives which is in any manner connected or related to this Agreement or the services rendered hereunder, the Contractor shall immediately satisfy same including, but without limitation on the foregoing, all fees, costs and interest in connection therewith; provided, however, that this provision shall not apply when the judgment is based on the negligence of City employees.

IX. OTHER CONSIDERATIONS

- A. The Contractor warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement.
- B. The Contractor acknowledges that it is an independent contractor and none of its employees, agents or assigns are employees of the City for any reason whatsoever, and are not entitled to any City employment rights or benefits whatsoever. The Contractor agrees to pay all dues, unemployment, social security, and other taxes required by law or contract.
- C. This Agreement may be extended for a specific period of time upon mutual express written agreement signed by both the Contractor and the City. Any extension hereunder shall rigidly adhere to the Agreement, as it exists on the date of the notice to extend.
- D. The City reserves the right to terminate its respective portion of this Agreement, or any part thereof, upon 90 days written notice to the City. In case of such termination, the Contractor shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.
- E. Failure of the Contractor to Perform.
 1. All terms and conditions of the Agreement are considered material and the failure to perform any of said terms or conditions on the part of the Contractor shall be considered a breach of this Agreement. Should the Contractor fail to perform any of such terms or conditions, the City shall have the right to terminate this Agreement after five (5) days written

notice to the Contractor of the violation and the failure of the Contractor to remedy the violation within the time stated in the notice. In addition to any and all equitable legal remedies available to the City in the event of a breach, the City shall have the right to call upon the Performance Bond described in this Agreement. The remedies provided to the City herein shall be cumulative and not exclusive. No waiver by the City of a default by the Contractor under this Agreement shall be construed as a waiver by the City of any subsequent default or failure to perform on the part of the Contractor.

2. In the event of a failure by the Contractor to provide any of the services required under this Agreement for a period of five (5) days following written notice of such failure, then the City, at its sole option and by any means, may take such steps as are necessary to furnish services otherwise provided for in this Agreement. Any and all expenses incurred by the City may be charged against the Contractor and the Performance Bond furnished by the Contractor. In addition, the City may immediately terminate this Agreement and may elect, in its sole discretion, to seek any other and additional available legal remedy.
 3. The Contractor shall not be paid whenever it fails to provide any service required under this Agreement, even if such failure is caused by events or occurrences of a nature commonly known as "force majeure" or acts of God or strikes beyond the Contractor's control; provided, however, that if the Contractor is merely delayed in providing such service by an event or occurrence of a nature commonly known as "force majeure," and if the Contractor performs such service within a reasonable period of time following such event or occurrence, then the Contractor shall be paid.
- F. This Agreement is not assignable voluntarily, involuntarily or by process of law, and may not be subcontracted, without the prior written consent of the City, which consent may be withheld at the City's sole discretion.
- G. The City may immediately terminate this Agreement under the following circumstances:
1. If the Contractor becomes insolvent or fails to meet its financial obligations, short of a legal declaration of bankruptcy; and
 2. Filing of bankruptcy by the Contractor and subsequent proceedings thereafter.
 - i. If this Agreement has not been previously terminated by the City, this Agreement shall automatically terminate in the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, and in no event shall this Agreement be, or be treated as, an asset of Contractor after adjudication of bankruptcy.

- H. The Contractor shall adhere to all applicable Federal, State and local requirements governing equal employment opportunities.
 - I. The City has adopted an ordinance governing the prevailing rate of wages paid for work performed in DuPage County as determined by the Illinois Department of Labor. All labor performed under the provisions of this Agreement shall comply with the Illinois Prevailing Wage Act.
 - J. Title to Municipal Solid Waste shall pass to the City when collected by the Contractor.
 - K. Title to Recyclable Materials and Landscape Waste set out for collection shall reside in the City. The Contractor shall market said materials or dispose of these materials on behalf of the City. When the Contractor transports them to a processing, disposal or other site (collectively "Disposal Site") on behalf of the City, title shall pass to the operator of that Disposal Site. If the Disposal Site is paid for taking the materials that cost paid to the Disposal Site shall be paid solely by the Contractor.
-
- L. In the event of a Change of Law, the Contractor shall provide a detailed written notice to the City of the Change in Law, the manner in which the Change of Law affects its ability to perform its obligations in accordance with the provisions of this Agreement or the cost of its services, the magnitude of the effect of the Change in Law on its operations or the cost of its services, and the Contractor's proposal in response to that effect. "Change of Law" shall mean, but not be limited to, any significant change or addition to local, State, or federal rules, ordinances, regulations, taxes or government charges, or interpretations therefore by the government agency charged with the enforcement thereof, that has a significant impact on the collection or disposal of residential waste (including recycling) in the City.

Within thirty (30) days after receipt by the City of the Contractor's notice, the Contractor and the City shall meet to discuss the Change of Law and determine what change, if any, is necessary and appropriate to its operations or the rates and charges in this Contract and the timing and method of implementing any such change. The City may request, and the Contractor shall provide, any

documentation necessary from the Contractor to assist with the analysis of the Change of Law impact.

The approval of any increase in the rates and charges in this Agreement, as a result of any Change of Law shall be within the discretion of the City, which the City agrees to exercise in a reasonable manner.

- M. Venue and Applicable Law. This Agreement and all matters or issues relating to interpretation, validity, performance and enforcement shall be governed by the laws of the State of Illinois applicable to contracts performed entirely within this state. The parties agree that for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois. The City and Contractor agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

X. NOTICES

- A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States Mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.

- B. Notices to the City shall be addressed to, and delivered at, the following address:

City of Wood Dale
404 N. Wood Dale Rd.
Wood Dale, IL 60191
Attention: City Manager

- C. Notices to the Contractor shall be addressed to, and delivered at, the following address:

Flood Brothers
17 W 697 Butterfield Road, Suite E
Oakbrook Terrace Illinois 60181
Attention: President

- D. By notice complying with the requirements of this Article, each party shall have the right to change the address or addressee or both for all future notices to such party.

XI. TERMS

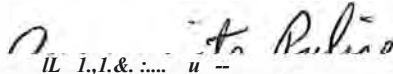
- A. The provisions of this Agreement shall be interpreted whenever possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.
- B. The parties acknowledge that the headings contained in this Agreement are provided for convenience only and are not intended to affect its interpretation.
- C. This Agreement sets forth the entire agreement between the parties, and there are no other understandings or agreements, oral or written, between the parties with respect to the services to be provided, and the rate and charges therefor.
- D. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the City and the Contractor.

XII. TRANSITION

This Agreement shall become effective on May 1, 2017.

IN WITNESS WHEREOF, the Contractor has executed this Agreement with its corporate seal affixed thereto, by its duly authorized corporate officials acting pursuant to authority granted by its Board of Directors. The City has executed this Agreement with its corporate seal affixed thereto, by its Mayor and City Clerk acting pursuant to authority granted by the Board of Aldermen thereof, all on the day and year first written above.

City of Wood Dale,
an Illinois municipal corporation

By: 
Its: Annunziato Pulice, Mayor

ATTEST:


Shirley Speer - City Clerk

Flood Brothers Disposal Co., an Illinois
corporation_____

By: 
Its: General Manager

ATTEST:



STATE: OF ILLINOIS)
)
COUNTY OF DUPAGE) SS:

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Annunziata Pulice, Mayor of the City of Wood Dale and Shirley J. Siebert, City Clerk of said City, whose names are subscribed to the foregoing instrument as such City Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk, as custodian of the corporate seal of said City, then and there did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th, day of Jan 2017.

OF
MAYOR
PUBLIC
MIS
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)F IWN,
3:12/11/1.

OFFICIAL SEAL
AMANDA MELOOE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/11/11

Amanda Meloe

STATE: OF ILLINOIS)
)
COUNTY OF DUPAGE) SS:

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM A. C. J. J., Flood Brothers Disposal Co., 1 1/2 J. R. of said corporation, personally known to me to be the same whose name is subscribed to the foregoing instrument as such General Manager IS - Yt-r/ and JILL L. C. J. J., respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said 3/4 J. J. J. as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of JULY 2017.



Maria Spina

