

I. DEFINITIONS

Words, phrases, or other expressions used in these contract documents shall have meanings as follows:

- 1.1 “Bulk Waste” items or bulky items or similar items shall include all items of Refuse that are too large to be normally containerized into a Container for Refuse such as mattress, bed spring, sofa or couch. Bulk waste shall not include any item containing Freon 12, Freon 22, or any chlorofluorocarbons, such as a refrigerator, freezer, dehumidifier or air conditioner, excepting if such an appliance has affixed a Freon free certification from a licensed refrigeration specialist. Bulk waste shall not include, non-containerized garbage, loose and scattered trash.
- 1.2 “City” shall mean the City of Rockford, Illinois, a municipal corporation, acting through its duly appointed officers, employees, agents and representatives.
- 1.3 “City Council” shall mean the City Council of the city of Rockford, Illinois.
- 1.4 “Code of Ordinances” shall mean the City of Rockford Code of Ordinances; inclusive of Chapter 13, Health and Sanitation, and Article III.
- 1.5 “Containers for Recyclables” shall mean a container furnished by the Contractor of no less than 18 gallons which shall be dedicated solely for the collection of Recyclables.
- 1.6 “Containers for Refuse” shall mean containers of galvanized steel or heavy duty plastic cans which have a twenty (20) to forty (40) gallon capacity and are equipped with a tight fitting lid, or extra heavy duty plastic bags with a minimum strength of fifty (50) pounds. All bags shall be securely fastened so as to prevent spillage.
- 1.7 “Containers for Yard Waste” shall mean 40 gallon (six (6) bushels) biodegradable 2-ply kraft paper bags, or refuse containers of galvanized steel or heavy duty plastic cans with a bold “X” on the container or brush bundled with string or twin. The dimensions of the bundle shall not exceed 2 feet in diameter, 3 feet in length or weigh an excess of fifty (50) pounds per bundle.
- 1.8 “Contractor” shall mean the corporation, company, partnership, firm, or individual that is awarded the bid for Refuse, Recyclable and Yard Waste Collection and its, his, or their duly authorized representatives.
- 1.9 “Date of Contract,” or equivalent words, shall mean the date written in the first paragraph of the Contract Agreement.
- 1.10 “Day” or “days,” unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- 1.11 “Director” shall mean the Director of Public Works of the city of Rockford, Illinois or his

duly authorized representative.

- 1.12 “Family Unit” shall mean any number of individuals living and cooking food together on the premises as a single housekeeping unit.
- 1.13 “Finance Director” shall mean the Director of Finance of the City of Rockford, Illinois.
- 1.14 “Landfill” shall mean the sanitary landfill site located at 8315 Lindenwood Road located in Winnebago County, Illinois.
- 1.15 “Prohibited Waste” shall include any hazardous substance, hazardous waste, industrial process waste, commercial waste, building or demolition waste, hazardous hospital waste, yard waste, pollution control waste, potentially infectious medical waste, Special Wastes, and used oil, all as defined by Illinois law from time to time. Prohibited waste shall also include Recyclables which are properly prepared and placed for collection as Recyclables
- 1.16 “Recyclables” shall include but not be limited to, newspaper, magazines, home office paper, corrugated cardboard, chipboard, catalogs, wet strength carrier stock, aluminum cans, steel and bi-metal cans, all #2 HDPE containers, all #1 PET containers, green, brown, and clear glass bottles, brown kraft paper bags, frozen food paper packages, juice boxes, all #3 PVC plastics, all #4 LDPE plastics, all #5 polypropylene plastics, all #6 polystyrene plastics, and #7 plastics, formed steel and formed aluminum containers.
- 1.17 (a) “Refuse” means all discarded and unwanted putrescible and nonputrescible household and kitchen wastes, including, but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually called “garbage”; and all combustible and non-combustible waste materials resulting from the routine of domestic housekeeping, including, but not limited to, aluminum and steel cans; glass containers; plastic containers; crockery and other containers; medical waste generated as general household waste, metal; paper of all types, including newspapers, books, magazines, and catalogs; boxes and cartons; cold ashes; furniture, furnishings, and fixtures; small household appliances of all kinds; textiles and leather; dead animals and animal waste; toys and recreational equipment; and similar items.
- (b) Refuse shall specifically exclude Prohibited Waste.
- (c) The terms “garbage,” “rubbish,” “solid waste,” “trash,” and “waste” are synonymous with Refuse unless otherwise more specifically defined (for example, “yard waste”).
- 1.18 “Residential Unit” shall mean buildings, include house trailers or mobile homes, used as living quarters for Four or less Family Units. A Residential Unit shall not include hotels, motels, boarding or lodging houses, or apartment buildings which have living quarters for five (5) or more Family Units.

The Director shall have the authority to determine the status of a building as a “Residential Unit.”

- 1.19 “Special Wastes” shall mean all wastes which are not defined as “domestic waste.” “Special Wastes” shall include but not be limited to liquid wastes, hot ashes, construction and demolition wastes, industrial wastes, any items or containers which weigh over fifty (50) pounds, and wastes from business or commercial enterprises.
- 1.20 “Subcontractor” shall mean and refer only to a corporation, partnership, firm or individual having a direct contract with the Contractor for performing work in connection with this contract.
- 1.21 “Ton” shall mean a short ton of 2,000 pounds.
- 1.22 “Yard Waste” shall include all items that must be diverted from the landfill in order to comply with the requirements of Public Act and House Senate Bills PA-1430 (SB-1599), and PA-85-1429 (HB-3800). Those items include grass, leaves, pruning, twigs and branches. Yard Waste shall not include, garden waste, table scraps, putrescible waste or garbage, or tree limbs and stumps exceeding four (4) inches in diameter.

II. GENERAL CONDITIONS

2.1 CONTRACTOR’S OBLIGATIONS:

- A. In strict accordance with the terms of this Contract (including the General and Special Conditions and Specifications below) and at its sole cost and expense, the Contractor shall provide all of the labor, materials, necessary tools, expendable equipment, supplies, vehicles, transportation services, and recyclable processing and yard waste disposal arrangements required to perform and complete the collection and disposal of Refuse and Yard Waste and the collection and processing of Recycleables from Residential Units within the corporate limits of the City and any territory hereinafter annexed. This Contract does not require the provision of landfill facilities or space.
- B. Any contracts between the Contractor and businesses, commercial operations, multi-family rental buildings in excess of four (4) units, institutions, schools, or industries and units of government or agencies thereof, shall include a provision that such contract shall not interfere with the terms and conditions set forth under this Contract.
- C. The Contractor is strictly prohibited from mixing any waste from any City residential route with any commercially generated waste or waste from households outside the City limits.
- D. For informational purposes the City shall provide the Contractor a computerized listing of all those Residential Units within the City of Rockford which are eligible for City contracted services. Those structures which are not eligible for City services shall not be

collected.

Said computerized list shall be made available to the Contractor on whatever format the Contractor reasonably requests, be that in writing or electronic media. The computerized listing will be updated each calendar quarter (the City's standard billing cycle) and shall be made available at no cost to the Contractor.

2.2 TERM OF CONTRACT:

- A. This contract shall become effective on the 1st day of January, 2000, and shall remain in full force and effect through the 31st day of December, 2004.
- B. At the expiration of the initial contract term or any extension thereof, the City, at its sole discretion, may extend the contract for up to two (2) periods of one (1) year each at the bid price for the option years by delivering written notice of its intent to extend delivery to Contractor at least six (6) months prior to the expiration date of this contract. The bid price for the option years shall be the bid price for 2004 adjusted by the percentage increase in the consumer price index for all urban areas (CPI-U) from December 2003 to December 2004 for the first option year and from December 2003 to December 2005 for the second option year.

2.3 PAYMENT:

- A. Contractor shall submit a monthly billing complete with documentation justifying the basis for the billing.
- B. Payment will be made on a monthly basis within thirty (30) days after billing by the Contractor, or at the time of the City's next regular payment cycle.
 - 1. During the life of this Contract, the Finance Director shall, on or about the second Wednesday of each month issue an itemized statement of the sum due the Contractor for the previous month's work. Said itemized statement shall state the amount due the Contractor for his work.
 - 2. After the issuance of said statement, the Finance Director shall, on or about the fourth Wednesday of the month, deliver to the Contractor an amount equal to such statements, less any sum retained to cover any verified claims filed with the Finance Director, due to or arising out of the Contract; and also less any sums that may have been expended or retained in accordance with Subsection (D) or any other Section herein.
- C. Thirty (30) days after the expiration of this contract, all moneys due the Contractor held by the city in excess of a sufficient sum retained to cover any claims or Liquidated Damages, verified or otherwise, filed with the Finance Director due to or arising out of this Contract, a sufficient sum to meet and discharge the claims of material, equipment and supply men, laborers and costs of action and sufficient sum to pay any bills due the

City, shall be paid to the said Contractor.

- D. The Contractor shall pay all lawful bills rendered against him by the City of Rockford. If the Contractor shall fail to pay such bill within thirty (30) days, the City may deduct the amount thereof from amounts due and owing the Contractor.

2.4 CONTRACTOR'S ACCIDENT PREVENTION:

- A. The Contractor shall comply with the safety provisions of all applicable laws, regulations and building codes, including, without limitation, the installation and maintenance of safeguards on machinery and equipment, the elimination of hazards, and worker safety training.
- B. The Contractor shall exercise precaution at all times to protect the safety of persons and property.
- C. The Contractor shall immediately notify the City of any accident of any kind which involves the general public or private or public property which occurs during the performance of this Agreement.
- D. Upon City's request, the Contractor shall provide the City with a written report including the details of any such accident.

2.5 DAMAGE TO PROPERTY:

- A. The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement.
- B. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property, including, but not limited to waste receptacles, sod, mailboxes, or recycling bins, which are damaged by the Contractor.
- C. Such property shall be repaired or replaced, at no charge to the property owner, as soon as practicable with property of the same or equivalent value at the time of the damage.
- D. If the Contractor fails to repair or replace damaged property within a reasonable period of time, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City's for any of its reasonably incurred expenses.
- E. The Contractor shall reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice.

2.6 INSPECTION:

- A. The City may appoint such Inspectors as it deems proper to inspect the work performed

and Contractor's facilities for compliance with the contract documents. The Contractor shall furnish all reasonable assistance required by the Inspectors for the proper inspection of the work.

- B. Inspectors and other authorized representative of the City shall be free at all times to perform their duties. Any attempted intimidation of one of them by the Contractor or his employees shall be sufficient reason, if the City so decides, to terminate the contract.
- C. Such inspection shall not relieve the Contractor from any obligation to perform the work strictly in accordance with the contract.

2.7 COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS:

- A. The Contractor shall be familiar with, observe and comply with all ordinances, laws, and regulations which in any manner affect those engaged or employed in the work, or the materials, facilities or equipment used in the proposed work, or which in any way affect the conduct of the work, and shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on any violation of same.
- B. If the Contractor shall discover any provision in the specifications or the contract which is contrary to or inconsistent with any law, ordinance or regulation, he shall forthwith report it to the Director in writing.
- C. Amendments to existing regulatory laws and ordinances and enactment of new laws and ordinances shall not serve as justification for the Contractor to terminate his obligations hereunder, unless said amendments make the completion of this contract impossible.

2.8 TAXES, LICENSES AND PERMITS:

The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or Contractor in connection with the Contractor's facilities and the work included in this contract and shall obtain, maintain and pay for all licenses, permits, certificates of authority, and inspections required for the work during the term of the Contract.

2.9 INDEPENDENT CONTRACTOR:

- A. The Contractor shall be responsible for the complete supervision and control of his Subcontractors. Notice to the Contractor shall be considered notice to the Subcontractors.
- B. The Contractor is, and shall remain for all purposes, an independent contractor, and its officers, employees, agents, or consultants shall not be deemed employees of the City, nor shall they be entitled to any separate payment of salary, wages, or any employee benefits available to employees of the City.
- C. The Contractor shall be solely responsible for any salaries, wages, benefits, fees or other

compensation which it may obligate itself to pay to any of its employees or consultants.

2.10 TITLE TO REFUSE, RECYCLABLES AND YARD WASTE:

Title to all refuse and landscape waste and all other incidents of ownership of the waste materials shall pass to the Contractor when such materials are placed into the collection vehicle.

2.11 ASSIGNMENT AND SUBCONTRACTING:

*concurrent by administrative
discretion per legal Dept.
Director 2/7/2000*

- A. The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of the City Council, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. No right under this contract, nor claim for any money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the consent of the City Council.
- B. In case the Contractor is permitted to assign moneys due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered and materials supplied for the performance of the work and to any claims of the City arising out of or under this contract.
- C. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract should be immediately terminated by the Contractor upon written notice from the City. The Contractor shall be as fully responsible and accountable to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the City. The Contractor and his Surety alone shall be held responsible for the full and faithful performance of this contract.

2.12 PERFORMANCE BOND:

- A. The Contractor shall provide a joint and several performance bond to the City of Rockford to protect said City, and also to protect anyone who may perform or cause to be performed any work or labor, or furnish or cause to be furnished any skill, labor, equipment, or material in the execution of such contract, which bond shall be signed by the Contractor and a surety company as surety, and shall be in an amount equal to four million dollars (\$4,000,000.00). The bond shall at all times be kept in full force and effect; said surety company shall have a Best Insurance Rating of A or better and a letter so stating shall accompany any bid forms.

- B. The condition of which bond shall be that the Contractor shall fully and faithfully perform all provisions of the contract and the specifications and shall pay all laborers, mechanics and subcontractors and material men, and all persons who shall supply such person or persons, or subcontractors with provisions and supplies for the performance of the contract; provided that the bond shall not be security for money loaned or advanced to the Contractor, subcontractor or other person in the performance of the contract.
- C. A performance bond continuation certificate shall be delivered to the City at least thirty (30) days before the expiration of the bond. Failure to provide a continuation certificate thirty (30) days before expiration of the bond shall constitute default on the part of the Contractor and shall be sufficient grounds for immediate termination of the contract by the City.

2.13 GENERAL INDEMNIFICATION:

- A. The Contractor shall indemnify, keep and save harmless the City and its respective officers, agents and employees against all suits or claims that may be based upon any injury or damage to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by the Contractor, or as a result of the performance of this contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or his employees, or his subcontractors or his or their agents or in connection with any claim based on lawful demands of subcontractor, workmen, material men or suppliers; and whether or not the persons injured or whose property was damaged were third parties, employees or the Contractor or employees of an authorized subcontractor; and the Contractor shall at his own expense defend the City in all litigation, pay all attorneys' fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at his own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees.
- B. When requested by the City, the Contractor shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished supplies under this contract, for which the City may become liable under the laws of the State of Illinois, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount may be retained from money due the Contractor which will be sufficient, in the opinion of the City, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

2.14 CERCLA INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, its officers, employees, agents, and attorneys from and against any and all liability, including, without limitation, costs of response, removal, remediation, investigation, property damage, person injury, damage to natural resources,

health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law, for any release or threatened release of hazardous waste or hazardous substances within any waste material which is:

- (1) improperly collected by the Contractor, or
- (2) not delivered to the Landfill or,
- (3) in the case of Recyclables or Yard Waste, not properly handled or processed by the Contractor

in violation of this Contract.

2.15 INSURANCE:

A. The Contractor shall furnish prior to commencement of any work under this Contract certificate(s) of insurance providing insurance coverage as follows:

- (1) Workers' Compensation Insurance - Covering all persons engaged in work under this Contract to the full statutory limits stipulated in the Illinois Workmen's Compensation Act.

- (2) Commercial Liability Insurance - Including premises and operations with the following minimum limits:

	Bodily Injury	\$1,000,000/each
occurrence	\$2,000,000 aggregate	
	Property Damage	\$ 500,000/each
occurrence	\$1,000,000 aggregate	

- (3) Commercial Vehicle Liability Insurance - Including owned, non-owned and hired motor vehicles.

	Bodily Injury	\$1,000,000/each
occurrence	\$5,000,000 aggregate	
	Property Damage	\$ 500,000/each
occurrence	\$2,000,000 aggregate	

- (4) Umbrella Coverage for any and all liability claims against the Contractor exceeding the limits expressed above.

Umbrella Coverage	\$10,000,000
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The above requirements should not be interpreted to limit the liability of the Contractor under this Contract.

- B. All insurers shall be either licensed or authorized to do business in the State of Illinois and carry a Best rating of B+ or greater.
- C. This coverage shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. The City of Rockford, its agents and employees shall be included as additionally insured with respect to all liability policies herein.
- D. A thirty (30) day cancellation clause with notice to the City of Rockford shall be included; words modifying the cancellation clause such as “endeavor to” provide notice will be unacceptable and must be stricken.
- E. It shall be the Contractor’s responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the Contract.

2.16 DEFAULT AND TERMINATION:

- A. If the work to be done under this contract is abandoned by the Contractor; or if this contract is assigned by him without the written consent of the City Council; or if the Contractor voluntarily files for bankruptcy or is adjudged bankrupt; or if a general assignment of his assets is made for the benefit of his creditors; or if a receiver is appointed for the Contractor or any of his property; or if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed or that the Contractor is violating any of the conditions of this contract, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said contract, then the City may serve written notice upon the Contractor and his Surety of the City’s intention to terminate this contract.
- B. Unless within five (5) days after the serving of such notice, a satisfactory arrangement is made for continuance, this contract shall terminate and the City may take over and prosecute the work to completion, by contract or otherwise.
- C. In the event of default or nonperformance on the part of the Contractor, the Contractor and its Surety shall be liable to the City for all excess cost sustained by the City by reason of the City. In the event the City complete the contract as a lesser cost than would have been payable to the Contractor under the contract, if the same had been fulfilled by said Contractor, then the City shall retain such difference. Should such costs to the City be greater, the Contractor and its Surety shall be liable for any pay the amount of such excess to the City.
- D. In the event of Contractor’s default under the terms of this contract, all payments due the Contractor shall be retained by the City and applied to the completion of the contract and to damages suffered and expense incurred by the City by reason of such default, unless the Surety on the performance bond shall assume the contract, in which event all

payments remaining due the Contractor at the time of default, less amounts due the City from the Contractor and less all sums due the City for damages suffered and expense incurred by reason of such default shall be due and payable to such Surety. Thereafter, such Surety shall receive monthly payments equal to those that would have been paid the Contractor had such Contractor continued to perform the contract.

2.17 FORCE MAJEURE:

- A. Whenever a period of time is provided for in this Agreement for either the City or the Contractor are 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, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God, but not strike or lockout.
- B. The time period for the performance in question shall be extended for only the actual amount of time said party is so delayed.

2.18 LIQUIDATED DAMAGES:

- A. The Director shall notify the Contractor for each violation of the Contract, reported to or discovered by him or the City. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify in writing the City of its disposition within twenty-four (24) hours after receipt of complaint.
- B. The following acts or omissions shall be considered a breach of the Contract and for the purpose of computing damages under these provisions. It is agreed that the City may deduct from payments due or to become due the Contractor, the following amounts as liquidated damages:
 - 1) Failure to clean up solid waste spilled by Contractor within two (2) hours of oral or written notification-----\$25.00 each instance.
 - 2) Failure to clean vehicle, conveyance, containers, docks, shops, yards, and other equipment as provided for in the specifications-----\$100.00 each instance.
 - 3) Failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics-----\$100.00 each instance.
SKID → TIRE MARKS
 - 4) Failure or neglect to collect solid waste at those times as provided by this Contract within twenty-four (24) hours from notice by the City, either oral or written-----
-----\$50.00 each instance.
 - 5) Failure or neglect to provide notice to resident upon solid waste refused for collection for cause-----\$25.00 each instance.
 - 6) Failure to return containers to original location and/or replace lids per

specifications at the time the container is emptied-----\$25.00 each instance.

- 7) In addition to above, failure or neglect to correct chronic problems will be considered a breach of Contract-----\$50.00 each instance.

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NO REFERENCE
DOOR SERVICE
SCRUBS

Chronic problems shall be construed to be three or more occurrences of the items (1), (3) or (4) immediately above) at the same address within any period of 6 consecutive months whether or not remedied within twenty-four (24) hours, or four (4) hours in the case of spilled solid waste.

- 8) Use of equipment specially identified for work under the contract, (paint/decals), for collection or transportation of materials generated from locations or customers not specified for service under this contract. Each day for which a violation continues shall be deemed to be a separate instance of the violation -----
ALLIANCE / BINS / WASTE ← -----\$1000.00 each instance.

- 9) Collection of Recyclables, which are properly prepared and placed for collection as Recyclables, as part of Refuse collection-----\$25.00 each instance.

C. Liquidated damages shall be determined by the Director or his representative and deductions made from the payment each month to the Contractor after investigation by the Director, whose decision in the matter shall be binding upon both parties.

2.19 NOTICES:

- A. Any notice or demand required or permitted to be given or made thereunder shall be sufficiently given or made by facsimile, e-mail, messenger delivery, overnight delivery, or certified mail in a sealed envelope, postage prepaid, addressed as follows:

If to the City:

City of Rockford	With copies to
City Administrator	Director of Public Works
425 East State Street	425 East State Street
Rockford, IL 61104	Rockford, IL 61104
Fax: 815-967-6952	Fax: 815-967-6942

If to the Contractor:

- B. Either party may change the address to which notices may be sent by furnishing written notice of such change to the other party.
- C. Notice delivered by messenger, overnight delivery, facsimile, or e-mail shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as

of the date of the U.S.P.S. postmark.

2.20 SEVERABILITY:

If any of the provisions of this Contract are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Contract as a whole or of any section, subsection, sentence or clause not adjudged to be invalid so long as the material purposes of this Contract can be determined and effectuated.

2.21 GOVERNING LAW AND VENUE:

- A. This Contract shall be governed by the laws of the State of Illinois.
- B. Venue for any action taken by either the City or the Contractor, whether in law or in equity, to enforce the terms of this Contract shall be in the Circuit Court of the Seventeenth Judicial Circuit, Winnebago County, Illinois, and the Contractor hereby waives whatever rights it may have in the selection of venue.

2.22 RIGHT TO REQUIRE PERFORMANCE:

- A. The City's failure at any time to require performance by the Contractor of any of the specifications in this Contract shall in no way affect the right of the City thereafter to enforce same.
- B. No waiver by the City of any breach of specifications in this Contract shall be taken or held to be a waiver of any succeeding breach of such specifications in this Contract, nor shall such a waiver of a single breach be taken or held to be a waiver of any specification itself.

2.23 OPTION TO CHANGE SERVICE; AMENDMENTS:

- A. The City shall have the option to change the service provided during the term of this Contract, including, without limitation, changing the types of material collected, the method of handling, collecting, or disposing of the collected waste.
- B. The City shall exercise such option by serving written notice to the Contractor at its designated place of business at least ninety (90) days before the date such service change is contemplated to begin.
- C. Immediately after written notice is served, the parties shall enter into good faith negotiations concerning the terms, frequency, and the details of pricing the services that are provided.
- D. Any modification or amendments to this Agreement shall be in writing and shall be signed by the parties.

III. SPECIAL CONDITIONS

3.1 CUSTOMER SERVICE

- A. The Contractor shall establish and maintain an office in the Greater Rockford Area (Boone, Ogle or Winnebago Counties) to which the public and City personnel may call or send inquiries and complaints, and from which the public and City personnel may receive information and instructions.
- B. The Contractor shall provide the Director with information concerning the location, telephone number(s) and mailing addresses of the customer service office established above, the garage and maintenance facilities, the recycling processing facilities, and any other facility that will be used in the provision of services under this Contract.
- C. The Contractor shall provide the Director with information concerning the Contractor's designated person(s) for the purposes of obtaining instructions, answering inquiries, and resolving complaints. Such persons shall be available to discuss, and if necessary meet with City personnel to resolve problems
- D. The Contractor shall provide the City with at least one telephone number which may be used by City personnel to communicate with the Contractor after regular business hours or during an emergency.
- E. The Contractor shall equip such office with a sufficient number of telephones and personnel to accommodate the residents' inquiries, and shall provide management personnel to supervise such office during collection hours.
- F. Except as otherwise directed by the City, customer service shall be available at least between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, except during holidays as defined in Section 2.0.
- G. The Contractor shall provide a single local or toll-free telephone number and a facsimile number for customer use. The City may publicize the Contractor's customer service telephone number(s).
- H. The Contractor shall take out an advertisement in the next Ameritech published, City-wide telephone book, which advertisement shall list the Contractor's name, office address, and telephone number.
- I. Upon reasonable notice, and during regular business hours, the City shall have the right to visit and inspect any of the Contractor's facilities used to provide services pursuant to this Agreement.

3.2 EMPLOYEES AND CONDUCT:

- A. The Contractor shall use care and diligence in the performance of this Agreement shall perform all collection and disposal services required by this Agreement in a neat, orderly, and efficient manner.
- B. The Contractor shall provide neat, orderly, and courteous personnel for its collection crews and shall provide courteous and knowledgeable personnel for its customer service office.
- C. The Contractor shall prohibit its drivers and crew members from drinking alcoholic beverages or using any controlled substance, except pursuant to a doctor's prescription, while on duty, or in the course of performing their duties under this Agreement.
- D. If the City determines that any of the Contractor's employees is unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon the City's written request, the Contractor shall remove such employee from work within the City and furnish a suitable and competent replacement employee.
- E. All of the Contractor's permanent collection employees working within the City shall be required to wear a work uniform including a shirt or jacket clearly indicating that the employee is employed by the Contractor.
- F. All of the Contractor's vehicle operators working within the City shall carry valid Illinois state driver's licenses for the class of vehicle operated. Such vehicle operators shall obey all traffic regulations, including weight and speed limits.
- G. Neither the Contractor nor his employees nor any subcontractor, nor any agent, shall request or accept any gratuities from any persons, firms or corporations for services required to be performed under this Contract.

3.3 VEHICLES

- A. All vehicles and equipment used in the performance of this Contract, shall be wholly owned by the Contractor; provided, leasing or rental agreements or conditional sales contracts may be allowed where approved by the City, in writing, prior to execution of this Contract. The vehicles and equipment to be used in performance of this Contract shall be submitted with the bid and are made part of this Contract by reference.
- B. No further encumbrance shall be placed upon any of such equipment without the approval of the City, save that the Contractor may, without consent, mortgage or otherwise encumber said vehicles, equipment and facilities for the purpose of enabling the Contractor to replace the same or add thereof.
- C. Collection and transportation equipment utilized for collection of refuse, recyclable and yard waste under this Contract shall be dedicated to this program and shall not be utilized

for collection and transportation of any other waste material. Only collection and transportation equipment specifically dedicated shall be utilized to provide service under this contract.

All dedicated equipment shall be distinctively identified as contracted to the city of Rockford. Such marking shall be in a contrasting color painted or placed with a decal, the specific wording and positioning shall be approved by the Director.

In the event of some unforeseen emergency when it becomes necessary for the Contractor to use non-designated hauling collection and transportation equipment for collection of refuse, recyclables, and/or yard waste under this Contract, the Contractor will inform the Director of the identity of the non-designated equipment used, the route it will take, the time which it will operate, the equipment it will be replacing and the reason non-designated equipment is being used. The Contractor shall immediately submit a written report containing the aforementioned information to the Director.

- D. All City of Rockford dedicated collection and transportation equipment shall be numbered consecutively and shall have the Contractor's name and telephone number painted in letters of contrasting color, at least four inches high, on each side of each vehicle, and the number painted on the rear. No advertising on collection and transportation equipment shall be permitted other than the name of the Contractor. Paint colors, numbering and any markings of the equipment shall have the approval of the City.
- E. All collection and transportation equipment used by the Contractor shall be kept in a clean and sanitary condition and shall be flushed or swept out. Such flushing or sweeping shall be conducted so that none of the material from the equipment is deposited in other than a sump or pit on the landfill or other place approved by the Director. All collection and transportation equipment shall be steam cleaned, inside and out, at least once each week, and shall be repainted at least every two and one-half (2 1/2) years.
- F. All of the Contractor's vehicles operated within the City shall be fully enclosed, leak-proof vehicles, operated so that no refuse or landscape waste leaks, spills, or blows off the vehicles. Drain plugs, if available, shall be kept sealed, except during collections in rainy weather.

3.4 ROUTING AND COLLECTION SCHEDULE:

- A. The City shall be divided into routes for the purpose of collecting Refuse, Recycleables, and Yard Waste. Each route shall be scheduled to receive all collection services on the same day. All collection services shall be provided once per week, Monday through Friday, year round to all Residential Units within the City's corporate limits. Yard Waste collection shall be provided at least once per week, Monday through Friday, from approximately March 1 until December 15.
- B. Prior to November 1, 1999, the Contractor shall submit a proposed collection route map indicating the areas in the City that will be collected for each day of the week for

approval by the City. The proposed routes shall be designed to minimize the changes to the existing route system and assure geographic continuity. The City shall approve the map, or reject the map with reasons for rejection as soon as practicable after it has received the map. If rejected the Contractor shall then submit a new map for acceptance or comment as soon as practicable. This process shall continue until an acceptable map is submitted, but no later than December 1, 1999.

- C. The Contractor may propose an independent route schedule for areas of the City with frequent alley collection. The proposed routes should minimize as much as practical disruption to the existing route system and optimize geographic continuity throughout the City. The intent of second tier of collection zones is to allow the Contractor to provide collection in the alleys in the most cost effective manner. The City shall approve the routes submitted, or may suggest amendments thereto prior to approval under the process set forth in (B) above. The "Alley Inventory, July 1998," documents the best available information listing alley collection stops and is hereby incorporated to this contract by reference. This listing may vary over time given alley closures and contraction. The alley inventory is a guide to points of collection and is not warranted for complete accuracy.
- D. Upon approval of the routes, the Contractor shall at a minimum, cause a full page map to be published in the Rockford Register Star two times during the month of December, 1999. The map shall delineate the collection routes. General information about the service shall accompany the map.

In addition the Contractor shall provide the City with color map(s) delineating the collection routes that can be copied and distributed to the public on an 8 1/2 x 11 inch format.

- E. The Contractor may, from time to time, submit its written request to amend the approved schedule.
- 1) Such a request shall include a proposal for specific changes, together with a detailed explanation concerning the reasons for changing the sector boundaries or collection schedule.
 - 2) In its sole discretion, the City may grant or deny the Contractor's request to change the sector boundaries or collection schedule for any or all areas served by the Contractor under this Agreement.
 - 3) Any change of the sector boundaries or the collection schedule shall be approved by the City at least sixty (60) days before such changes may become effective.
 - 4) If the City approves any change of the sector boundaries or the collection schedule, the Contractor shall design, print and distribute a written letter to each household effected by the changes to explain the reasons for the changes and the date on which the change will be come effective. The content and distribution of

any such letter shall be subject to the City's prior written approval.

- 5) Such letter of explanation shall be distributed by the Contractor to arrive at each resident's house at least two (2) weeks prior to the effective date of any service changes.
- 6) During the first week following any City-approved change in the collection schedule, the Contractor shall operate its collection vehicles on the previous collection schedule in addition to the new schedule.
- 7) During the second and third week following any City-approved change in the collection schedule, the Contractor shall immediately respond to complaints concerning missed collections from residents who are confused by the new schedule if such residents will have to wait longer than two days for collection.

3.5 HOLIDAY COLLECTION SCHEDULE:

When a holiday falls on a collection day for any given route, the refuse will be collected on the following day. Each subsequent collection day will be delayed one (1) day until the end of the week in which the holiday fell. For the purpose of the contract the following are recognized holidays:

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

3.6 HOURS AND STANDARDS OF COLLECTION:

- A. The Contractor shall not begin its collection operations within the City before 6:00 a.m.
- B. The Contractor shall furnish sufficient numbers of vehicles and personnel to perform the services required by this Agreement without respect to adverse conditions, breakdowns, strikes, or similar hindrances.
- C. The Contractor's crew shall perform collection services with as little noise, disturbance, and disruption to the City's residents as possible.
- D. The Contractor shall collect all properly prepared Refuse, Recycleables, Yard Waste from the designated collection point. The Contractor is not required to collect any items that are not properly prepared. Proper preparation is specified for each collection service below.
- E. Residents shall place disposal units within five (5) feet to the curb (or in those areas on

alley routes or without curbs, close to the edge of the pavement), to facilitate collection by the Contractor. The Contractor shall not be required to collect any material not properly placed.

- F. The Contractor shall replace lids, return all empty containers at each stop to the general location at which they were found. Empty containers shall not be placed in the middle of driveways, in driveway aprons, or near the curb in a manner that will increase the likelihood that an empty container will block a driveway or sidewalk or fall or roll into the street.
- G. The Contractor shall handle all containers with reasonable care to avoid damage and spills. Where collection crews break or spill any item of waste onto parkways, premises, curb-and-gutter, or streets, the crews shall immediately clean up the debris in a workmanlike manner. A broom and shovel shall be required as standard equipment on each vehicle.
- H. The Contractor shall not be responsible for collecting or cleaning up refuse, Recyclable, or landscape waste litter that has blown, fallen, leaked or been scattered from bags, cans, bins, or other containers through no fault of the Contractor.
- I. The City shall enact and reasonably enforce all ordinances which may be necessary to achieve compliance with the requirements of this Section by anyone within the City, including residents.

3.7 CONTRACTOR RECORDS:

The Contractor shall maintain, separate from all other records and accounts, complete records and an accurate ledger of accounts of all revenues and expenses relating to the Refuse, Recyclable and Yard Waste disposal system and any associated waste reclamation operations. Contractor shall also report to the City the tonnage of Refuse and Yard Waste collected and the amount of Recycleables collected by category as required by the City. Said records and accounts shall at all reasonable times be open to inspection by the City and its agents.

3.8 PUBLIC EDUCATION:

- A. During the term of this Contract, the Contractor shall use a City approved notice to inform residents of any and all reasons why the Contractor may not have collected all waste material placed the curb.
- B. The notice shall be designed and printed by the Contractor and shall indicate the reason waste material was not collected. The notice shall include the name and telephone number of the Contractor. The notice may have a check-off format listing the most common mistakes in preparing waste material for collection. The notice shall be designed to attach to the uncollected waste material in a visible manner (adhesive back, tie-on tag, etc.).

- C. The Contractor shall cooperate in educational activities to promote citizen awareness of the residential solid waste program, including, but not limited to facility tours and participation in special events.

IV. REFUSE COLLECTION AND DISPOSAL - SPECIFICATIONS

4.1. COLLECTION:

- A. The Contractor shall collect all Refuse which is properly placed in Containers for Refuse (as defined in Section 1.17) from all Residential Collection Units. The quantity of Refuse or number of Containers for Refuse are not to be limited.
- B. The Contractor shall also collect as Bulk Waste as part of the regular Refuse Collection on the same collection day as other Refuse.
- C. Contractor shall not collect those items or materials specifically excluded from collection under the Code of Ordinances as Prohibited Wastes.

4.2 DISPOSAL AT DESIGNATED LANDFILL:

- A. The Contractor shall transport the collected Refuse (including Bulk Waste) to the City's contracted Landfill at 8315 Lindenwood Road, in Winnebago County, Illinois, and deposit the Refuse as reasonably directed by the operator of the Landfill.
- B. The trucks shall be weighed, including the truck operator, when each load is delivered to the sanitary landfill (the gross weight) upon State certified scales furnished by the Landfill operator. Each truck, including the truck operator, will be weighed after the load has been dumped (the tare weight) in order to determine the net weight of the dumped load. No average empty weight shall be utilized in calculating the net weight.
- C. The City's contract for Refuse disposal at the Landfill is effective for the entire initial term of this Contract. If for any reason the Landfill cannot or will not accept the Refuse of the city, the City may direct the Contractor to dispose of Refuse at another site. In that event, the price of the Contractor's services for Refuse collection and disposal shall be renegotiated to reflect any increase or decrease in costs related to the difference in distance between the Landfill and any other site designated by the City.
- D. The Contractor shall not dispose of Refuse in any other landfill or waste disposal facility or operate any transfer station without the consent of the City.

4.3 PRICE AND PAYMENT:

Weight tickets shall be maintained showing the route number or specific area from which the waste was collected and shall be signed by the driver of the equipment. The Contractor shall submit monthly invoices for the material handled in the preceding

month, and will be paid the accepted bid price per ton pursuant to Section 2.3.

V. RECYCLABLE COLLECTION AND PROCESSING - SPECIFICATIONS

5.1 COLLECTION:

The Contractor will collect all properly prepared and placed Recyclables (as defined in Section 1.16) from Residential Units on the same day as regular Refuse Collection. The Contractor shall collect all Recyclables, regardless of whether they are placed in a Container for Recyclables.

5.2 CONTAINERS FOR RECYCLABLES:

- A. The Contractor shall provide each Family Unit with a Container for Recyclables (as defined in Section 1.16).
- B. The bins shall become the property of household upon delivery. The bins shall have the City of Rockford "*Rockford Recycles*" logo on one side. The Contractor may put its logo on the other side. Each recycling bin shall be delivered complete with a package of recycling information provided by the Contractor explaining what and how to recycle in order to assist the Contractor in the performance of their work and to inform and educate the public.
- C. Bins shall be delivered through out the term of the Contract to any newly constructed homes and to any newly annexed properties/sub-divisions. Lost and stolen bins shall be replaced by the Contractor, misuse, abuse and fraud excepted.

5.3 RECYCLABLE PROCESSING:

- A. Contractor shall not dispose of Recyclables in any landfill or incineration facility nor knowingly convey Recyclables to any other person that disposes Recyclables in a landfill or incinerating facility without the express written consent of the City.
- B. Contractor shall provide a facility to process and prepare for the market or transfer for processing elsewhere the materials listed above, such facility to be located within the greater Rockford area (defined as Boone, Ogle or Winnebago Counties). Facility shall comply with all local, state, federal environmental and land use regulations.
- C. The recycling site shall be properly zoned for all proposed recycling activities. All recyclable material shall be promptly processed into a marketable product. The processed product may be stored at a covered location until market prices for the product are favorable but not in excess of Winnebago Department of Public Health guidelines or Illinois Environmental Protection Agency regulations.
- D. If Contractor cannot have a facility operational by January 1, 2000, he must show ability to take the materials and process them (through transfer, etc.) until such time as the

facility is operational; in no case, however, shall the facility open later than July 1, 2000.

- E. Bidder may accept Recyclables at its facility from other customers; however, contractor shall give priority, unless unreasonable, to deliveries made through the City's program as opposed to deliveries made by other customers.
- F. Successful Contractor shall keep records to determine the quantity of individual items recycled, and shall issue a monthly report to the City as to the quantity of each material processed during that month.
- G. The City shall have the right, during the term of the Contract, to have a representative on Contractor's premises to monitor the operation of the Contract. Such representative shall only be allowed on Contractor's premises during normal business hours.

5.4 PRICE AND PAYMENT:

- A. Price of this service shall be a fixed price per ton of Recyclables collected as established in the initial bid. A separate per ton price shall be bid for fiber Recyclables and for all other Recyclables combined. The price shall cover all equipment, material, labor and services to be performed under the proposed contract.
- B. In order to receive payment, the Contractor will be required to weigh each category of Recyclables collected on State of Illinois Certified Scales provided by the Contractor and subject to inspection or verification by the City. The weight shall net of any containers holding the Recyclables.

VI. YARD WASTE COLLECTION AND PROCESSING

6.1 COLLECTION:

- A. The Contractor shall collect all properly prepared and placed Yard Waste in Containers for Yard Waste from Residential Units on the same day as regular Refuse Collection.
- B. Yard Waste shall be collected each year between March 1, or as soon as the Winnebago County Highway Department lifts the spring roadway weight limits and December 15, or such time as winter weather curtails yard waste operations. Christmas trees shall be collected from mid January through the end of January. Starting and ending collection dates shall be with the mutual concurrence of the City. The Contractor shall not suspend operations during the operation periods of time without the written authorization of the City.

6.2 PROCESSING OF YARD WASTE:

- A. Yard Waste shall not be disposed of in any landfill in violation of Illinois law.
- B. The Contractor shall own, co-own, rent, lease, control, or otherwise have access to a

- properly licensed and permitted composting facility, farm, or a landscape waste transfer station with sufficient capacity to dispose of collected Yard Waste within the City under all circumstances.
- C. The Contractor shall be solely responsible for compliance with all Federal, State, County, and Local laws, ordinances, and regulations governing the disposal of Yard Waste at such a facility.
 - D. Upon the City's request, Contractor shall provide to the City the name and location of the Yard Waste disposal facility it intends to use during the term of this Contract.
 - E. Upon the City's request, the Contractor shall provide the City with proof that such facility complies with all laws and regulations governing such facilities.
 - F. Upon reasonable notice, the City shall have the right to visit and inspect such facilities during regular business hours.
 - G. The Contractor shall notify the City of any changes in Yard Waste disposal facilities.
 - H. Upon the City's written request, the Contractor shall furnish the City with reasonable assurances concerning the availability of adequate facility capacity for disposal of Yard Waste collected under this Contract.

6.3 OPTION TO UTILIZE CITY SITE:

- A. The site for composting operations may be the City owned parcel of land located at the northeast corner of the intersection of South Mulford and Baxter Roads in Cherry Valley Township, Illinois. The site is 6200 Baxter Road (property tax code 279-501) as shown on the attached map.
- B. Should the Contractor propose to utilize the City owned land, the Contractor shall be responsible for all operating licenses, permits, and site improvements. The City will lease the land shown on the site map for \$1.00 per year. Should the Contractor propose to utilize a site of the Contractor's choice, said site shall be subject to the city's approval and all local and state agency regulations.
- C. The Contractor will be required to provide all site improvements, buildings, equipment, personnel and manpower, all utilities and all incidental supplies necessary to achieve the purpose of this Contract and to comply with all applicable laws, rules and regulations.

6.4 PRICE AND PAYMENT:

- A. Payment for service shall be a fixed price per ton as established in the Contractor's accepted bid. The price shall cover all equipment, materiel, labor and services to be performed under the proposed contract.

- B. In order to receive payment, the Contractor will be required to weigh each load of deposited at the composting/processing site on State of Illinois Certified scales provided by the Contractor, subject to inspection, and verification by the City.
- C. The trucks shall be weighed, including the truck operator when each load is delivered to the composting site, (the gross weight). Each truck including the truck operator will be weighed after the load has been dumped (the tare weight) in order to determine the net weight of the dumped load. No average empty weight shall be utilized in calculating the net weight.
- D. Weight tickets shall be maintained showing the route number or specific area from which the waste was collected and shall be signed by the driver of the equipment. The Contractor shall submit monthly invoices for the material handled in the preceding month, and will be paid the accepted bid price per ton pursuant to Section 2.3.

VII. MISCELLANEOUS SERVICES

7.1 NEIGHBORHOOD CLEANUP:

- A. Neighborhood associations in the City of Rockford traditionally sponsor programs at various times during the year in which residents are encouraged to cleanup their neighborhood. The programs result in a high level of Bulk Waste placed for collection. The City will work with the association and Contractor to schedule the programs in order to assure that adequate manpower and equipment can be made available.
- B. Neighborhood clean-ups do not constitute additional work under the terms of this Contract.

7.2 CITY FIRE STATIONS:

Neighborhood Fire houses/stations of the City listed in the bid documents and made part of the Contract by reference shall also be provided residential collection service. The "911" emergency center, the training academy, the maintenance shop and other similar facilities are not included in residential service, as those facilities currently receive dumpster/roll off service.

7.3 LITTER CANS OR BASKETS:

The Contractor shall empty litter receptacles placed by the City, neighborhood groups and business associations, within their respective areas. Said receptacles shall be placed in areas of the City designated by the Director. The receptacles shall be emptied at least once per week or upon notification, either oral or written, by the Director of Public Works. Said receptacles shall be of a type which is approved by the Director.

7.4 PAYMENT:

The price per ton of waste collected established in the bid price shall be full payment for the miscellaneous services provided.

List of Attachments

<u>Attachment</u>	<u>Description</u>
A	Refuse Diversion Matrix
B	Refuse Tonnage (by month) 1990-98
C	Bulk Waste Tonnage (by month) 1990-98
D	Compost Tonnage (by month) 1990-98
E	Newsprint Tonnage (by Month) 1990-98
F	Aluminum Tonnage (by Month) 1990-98
G	Glass Tonnage (by Month) 1990-98
H	Plastic Tonnage (by Month) 1990-98
I	Firehouse Address Listing