



**Village of Clarendon Hills, IL**  
**1 N. Prospect**

## **AGREEMENT**

**RESIDENTIAL SOLID WASTE  
COLLECTION AND DISPOSAL SERVICE**

RESIDENTIAL SOLID WASTE, YARD WASTE AND RECYCLING SERVICES AGREEMENT.....	3
RECITALS .....	3
SECTION 1- Agreement Period.....	3
SECTION 2 - Collection Service.....	3
SECTION 3 - Agreement Extension Option.....	4
SECTION 4 - Change in Service.....	4
SECTION 5- Definitions.....	4
SECTION 6 - Services to be Performed.....	8
SECTION 7 - Toter Based Service.....	12
SECTION 8 - Optional Services/ Discounts .....	16
SECTION 9 – Service Performance Requirements.....	16
SECTION 10 – Force Majeure .....	22
SECTION 11 - Severability.....	22
SECTION 12 - Agreement Parts .....	22
SECTION 13 - Amendments.....	22
APPENDIX 1 - General Price Sheet .....	24
APPENDIX 2- Recyclables .....	26

## **RESIDENTIAL SOLID WASTE, YARD WASTE AND RECYCLING SERVICES AGREEMENT**

This Residential Solid Waste, Yard Waste and Recycling Services Agreement (the "Agreement") is entered into this 19<sup>th</sup> day of March, 2025, to be effective April 1, 2025, by and between the Village of Clarendon Hills, DuPage County, Illinois, a municipal corporation (the "Village") and Lakeshore Recycling Systems (the "Contractor"). The Contractor and the Village are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

### **RECITALS**

WHEREAS, the Legislature has expressly authorized the exercise of the powers herein, pursuant to the Illinois Municipal Code (65 ILCS 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 yard waste collection services in the Village; and

WHEREAS, the President and Board of Trustees of the Village 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 Village, as the Contractor has been determined to be the most qualified and cost-efficient service provider and most nearly meets the specific needs of the Village; and

WHEREAS, the Village desires to retain Contractor to provide residential solid waste, yard waste and recycling services to Village residents; and Contractor desires to provide residential solid waste, yard waste and recycling services in the Village; and

WHEREAS, the Village and Contractor have determined it is in their respective best interests of the Village to enter into this Agreement.

Now, therefore, in consideration of the foregoing and the mutual promises and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

### **SECTION 1- Agreement Period**

The Village grants the Contractor the exclusive privilege to collect and dispose of Refuse, Yard Waste and Recyclables which shall not include Unacceptable Materials, all as defined in Section 5 below, from all detached single-family dwellings and single-family attached dwellings containing less than four (4) dwelling units, in the Village from April 1, 2025 to March 30, 2031.

### **SECTION 2 - Collection Service**

The Contractor agrees to collect and dispose of all Refuse, Yard Waste and Recyclables (but not Unacceptable Materials) in the Village under the terms and conditions as set forth in this Agreement. This Agreement shall include all Residential properties. Refuse and Recyclables collection services are provided on a year-round basis, and Yard Waste collection services are provided for an eight-month period only, as set forth below.

### **SECTION 3 - Agreement Extension Option**

The Contractor and the Village hereby agree that the Agreement may be renewed for additional four (4) year terms, by mutual consent of the Village and the Contractor, under the same terms and conditions as set forth in this Agreement, provided that the agreement for extension is made at least three (3) months prior to the expiration date of the amended Agreement.

In the event of such an extension, the Contractor shall provide proof of insurance and irrevocable letter of credit/ performance bond as set forth below.

### **SECTION 4 - Change in Service**

If the Village should wish to change the type of service provided during the term of this Agreement, including, but not limited to, the type of materials collected, method of collection, variety of recyclable materials collected, etc., the Village shall have the option to initiate the change to service by notifying the Contractor in writing at least one hundred twenty (120) days prior to the date such service is to begin; provided, however, that no change in service shall include the hauling, disposal or processing of Unacceptable Materials. The Village and the Contractor shall agree to negotiate the terms, frequency and price of such change in service after proper notice has been served. A change in service shall not become effective until after the Village and the Contractor agree to the terms and conditions applicable to said changes requested, in writing.

### **SECTION 5- Definitions**

The following words and phrases, when used in this document, shall have the meanings as specified herein.

Aluminum Formed Containers/Wrap: Aluminum cans, foil, trays, pie plates, and other similar formed containers.

Bulk Materials: Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include sofas, large tables and chairs, dressers, televisions, bookcases, mattresses and box springs, other large household furniture, and large appliances, which do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components

Building: Premises under a single roof.

Bundle: shall have different meanings as follows:

For the purposes of Household Construction and Demolition Debris, a 'bundle" shall mean one ( 1) securely tied bundle of refuse or demolition debris not to exceed fifty (50) pounds in weight, four (4) feet in length, and two (2) feet in diameter. For the purposes of Yard Waste, a ' bundle" shall mean one ( 1) securely tied bundle of brush or branches not to exceed fifty (50) pounds in weight, four ( 4) feet in length, and two ( 2) feet in diameter. Said Bundles are to be secured with natural rope or twine.

Carry -out / Top-of-Drive Collection: Collection from a position at or near the front of a garage, or at or near the backdoor of a Residential building, which is accessible by a paved surface and is not located in a garage, behind a fence or locked gate or guarded by dogs. Carry-out / Top-of-Drive is premised on clear pathways to-and-from carts that are not impeded by carts or objects and are shoveled and salted

adequately.

Cart: A Recycling Cart or Refuse Cart, as applicable.

Catalog: A book made from either glossy or non-glossy paper stock, which contains an itemized listing of names or articles arranged in order or classified.

Chipboard: (Also referred to as paperboard) A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes, and other similar products.

Chipping: The mechanical process of breaking up woody yard waste into smaller pieces to be used as landscape mulch or a bulking agent.

Composting: The process by which aerobic microorganisms decompose organic matter into a humus-like product.

Contract: The following attachments shall be incorporated herein and shall constitute the Contract documents: The Request for Proposal Documents, including all addenda issued, the signed proposal, and any other documents as may be deemed necessary by the Village.

Corrugated Cardboard: A sturdy paperboard consisting of two paper grades, a wavy inner portion and a thick outside lining which is most commonly used for packaging.

Curbside: A position immediately behind the curb and within the parkway area used for the collection of refuse, yard waste, and recycling containers.

Electronic Waste ("E-Waste"): Televisions, monitors, printers, computers, electronic keyboards, facsimile machines, videocassette recorders, portable digital music players, video game consoles, small scale servers, scanners, electronic mice, digital convertor boxes, cable receivers, satellite receivers, digital video disc recorders or any other electronic devices banned from landfill disposal by the State of Illinois pursuant to the Illinois Electronic Products Recycling and Reuse Act (415ILCS150/ 1 e seq.), as amended.

Garbage Can: A plastic or galvanized metal can with two (2) handles of a capacity not less than fifteen (15) gallons and not to exceed thirty-five 35 gallons in size. No Garbage can shall exceed fifty (50) pounds in weight when filled.

Hazardous Waste: Waste defined as, or of a character or in sufficient quantity to be defined as "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "Toxic Substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a 'Hazardous Substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

Hard Landscape Waste: Brown stemmed branches and shrub pruning with large stems or trunks not to exceed four (4) feet in length and two (2) inches in diameter individually, excluding Christmas trees.

High Density Polyethylene (HDPE) Blow Molded Containers: Milk and water jugs, laundry detergent,

shampoo, personal care, and other similar blow molded containers used inside the home.

Other High-Density Polyethylene (HDPE) Containers: Margarine tubs, baby wipe containers, and other similar ejection molded containers used inside the home.

Household Construction and Demolition Debris: Waste materials from "do-it-yourself" interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

Household Garbage: All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e., cans, metalware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials.

Household Garbage shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks, and other similar materials.

Juice Boxes: Aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail: Brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, and other similar correspondences.

Kraft Paper Products: Mailing tubes, wrapping paper, and other similar Kraft type paper items.

LDPE: Low density polyethylene.

Magazines: Periodical publications made from either glossy or non-glossy paper stock.

Mixed Papers: Stationary, computer paper, notebook paper, typing paper, letterhead, index cards, computer cards, bond envelopes, post-it notes, and other similar paper products.

Polyethylene Terephthalate (PET) Blow Molded Containers: Soft drink, liquor, cooking oil, personal care, and other similar blow molded containers used inside the home.

Other Polyethylene Terephthalate (PET) Containers: Plastic plates, trays, cups, and other similar ejection molded containers used inside the home.

Polystyrene (#6) Plastic Containers: Plastic deli containers, cottage cheese, yogurt, and other similar shaped containers.

Polystyrene (#6) Plastic Foam Containers: Foam drinking cups, plates, carry-out containers, egg cartons, meat and produce trays, and other similar foam materials.

Polystyrene (#6) Plastic Packaging Materials: White and clear packing grade.

Refuse: Household garbage, household construction and demolition debris, white goods, and bulk materials.

Refuse Containers: Refuse containers shall include:

*Garbage Can:* A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No garbage shall exceed fifty (50) pounds in weight when filled.

*Garbage Bag:* A plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.

*Toter:* A wheeled plastic container with a tight-fitting top, not to exceed ninety-five (95) gallons in size, requiring a semi-automated lifting mechanism for collection. All toters must be approved by and/or supplied by the Contractor.

Recyclables: (Also referred to as recyclable materials) Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream.

Recyclable materials shall include aluminum cans, tin/steel/bi-metal cans, colored and clear glass bottles, plastics #1-7 bottles and containers, newspaper, magazines, catalogs, telephone directories, corrugated cardboard, chipboard, mixed paper, wet strength carrier stock, junk mail, aseptic packaging, gable top containers, six pack rings, and any other items the Village and the Contractor agree to recycle in the future.

Single Stream Recycling: The process in which all recycle material is commingled into a single container, left at the curb to be collected by one truck and separated at the recyclable processing facility.

Soft Landscape Waste: Grass and garden clippings, leaves, pruning of small diameter green stemmed shrubs, weeds, plant materials, etc.

Unacceptable Materials: Highly flammable substances, Electronic Waste, Hazardous Waste, liquid wastes, Special Wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that a disposal facility is not authorized to receive or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the designated disposal site.

Wet Strength Carrier Stock: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen: i.e. paper beverage carriers and frozen food packages.

White Goods: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

Yard Waste: Hard landscape waste and soft landscape waste.

Yard Waste Containers: Yard waste containers shall include:

*Garbage Can:* A plastic or galvanized metal can of a capacity not less than four (4) gallons and

not to exceed thirty-four (34) gallons in size. No garbage shall exceed fifty (50) pounds in weight when filled.

*Kraft Paper Bag:* A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size, which will shred and degrade quickly in the composting process.

*Toter:* A wheeled plastic container with a tight-fitting top, not to exceed ninety-five (95) gallons in size, requiring a semi-automated lifting mechanism for collection. All toters must be approved by and/or supplied by the Contractor.

Stack: Any material allowed under the definition of Hard Landscape Waste such as limbs, branches, or other loose items which do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the stack not exceeding eighteen (19) inches. Stacks of landscape waste material do not have to be bundled with twine or string in any way, but each stack meeting the above-mentioned specifications should be separated into a distinct pile.

## **SECTION 6 – Services to Be Performed**

The Services to be performed by the Contractor shall be as detailed in the Clarendon Hills Village Code, a copy of which is incorporated by reference into this Agreement, and shall be subject thereto, and shall include the collection and disposal of Refuse, Yard Waste and Recyclables:

### **A. PROGRAM DESIGN**

The collection of household garbage, bulk materials, white goods, and household construction and demolition debris shall be offered on a year-round basis.

The yard waste collection service shall be offered starting with the first full week of April through the second full week of December during the term of the contract. The Village reserves the right to extend the length of the Yard Waste Collection season, at its discretion, for a period of up to two (2) weeks after the December ending date and shall notify the Contractor of such change subject to the availability of organic facilities. Yard Waste maybe picked up by Garbage truck.

The collection of recyclables shall be offered on a year-round basis. The cost of the curbside recycling program shall be built into the cost of collecting refuse at the rates shown on the enclosed price quotation sheet attached as Appendix 1, with no additional charge to either the Village or resident for curbside recycling service.

The Contractor shall retain 100% of the proceeds from the sale of recyclables, and the projected revenues from the sale of collected materials shall be taken into consideration when determining the cost for recycling services.

### **B. COLLECTION STANDARDS**

In order for an approved refuse, yard waste, or recycling container to be collected, each container must either be a Contractor supplied and approved toter or be properly stickered. Stickered shall mean that it has a pre-paid yard waste sticker, exclusively supplied by the Contractor, securely and visibly affixed thereto. On user-owned cans, stickers must be looped around a handle and NOT stuck flatly to the can itself. There shall be no limit on the number of containers placed out for collection by a given household, provided all containers are Contractor supplied and approved toters or are properly stickered with yard waste stickers. Containers shall be limited to 35 gallons or fewer.

The Contractor shall be required to provide a tagging system for any refuse container that is not collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, overcapacity; container overweight; unacceptable refuse; wrong or no sticker attached; branches not stacked; stacks are in excess of four (4) foot lengths; bags contain unacceptable material; contaminants; improper preparation (recyclables); materials not accepted in program (recyclables); refuse and/or yard waste mixed with recyclables; and the like. Recyclable materials that were rejected shall be returned to the bin and not be left on the street or parkway areas. The Contractor shall submit with this proposal an example of the tagging system to be used.

The Contractor will also be responsible for cleaning up any material that has spilled as a result of the collection process.

**C. REFUSE AND RECYCLING SERVICES FOR MUNICIPAL PROPERTIES** The Contractor shall provide, at no cost to the Village, twice a week, if necessary, refuse collection, as well as special pickups upon the request of the Village, from the following municipal properties:

- Village Hall, 1 N. Prospect Avenue, Clarendon Hills, Illinois 60514
- Fire Station, 316 Park Avenue, Clarendon Hills, Illinois 60514
- Police Station, 448 Park Avenue, Clarendon Hills, Illinois 60514
- Public Works Facility, 452 Park Avenue, Clarendon Hills, Illinois 60514
- Water Plant, 261 Ann Street, Clarendon Hills, Illinois 60514
- Historical Society, 50 Sheridan Avenue, Clarendon Hills, Illinois 60514
- Clarendon Hills Library, 7 N. Prospect Avenue, Clarendon Hills, Illinois 60514

In addition, the Contractor shall provide, at no cost to the Village, a comprehensive recycling program for the Village Hall. The Contractor shall collect and recycle a minimum of once per week, all recyclables selected by the Contractor as listed in Appendix 2, Minimum Recyclables to Be Collected.

The Village reserves the right to add service for any new Village owned buildings or properties; provided, however, that no change in service shall include the hauling, disposal or processing of Unacceptable Materials. Any change in use of a Village owned property resulting in additional needs shall be met by the Contractor. The number and type of containers or dumpsters and their placement at each location shall be specified by the Village and shall be furnished at no charge by the Contractor during the term of the contract. LRS will provide a limit of six (6) roll-off boxes.

**D. REFUSE SERVICES FOR PUBLIC TRASH RECEPTACLES**

The Contractor shall provide, at no cost to the Village, refuse collection service for all Village owned trash receptacles located throughout the Village. The specific locations shall be incorporated herein. The Contractor shall provide twice per week refuse collection during the period from November 1<sup>st</sup> to March 31<sup>st</sup>. The Contractor shall also provide three times per week refuse collection, if necessary, during the period from April 1<sup>st</sup> through October 31<sup>st</sup>.

The Village reserves the option, at its sole discretion, to add or remove any Village designated location from collection service as described and to change the frequency of collections. The Village shall notify the Contractor in writing of any such changes.

- Metra Train Station 1 S. Prospect Avenue, Clarendon Hills, Illinois 60514
- Downtown Business District Sidewalk Containers

**E. SERVICES FOR VILLAGE SPONSORED EVENTS**

Refuse Collection for current special events are handled in house. However, the Contractor shall provide, refuse and/or recycling collection service for Village sponsored community events during the term of the contract should it be requested by the Village Manager at a rate to be determined.

**F. CONTRACTOR PARTICIPATION AT VILLAGE SPONSORED EVENTS**

If available, The Contractor shall have representatives available to participate in community sponsored events promoting environmental awareness, if requested by the Village. The Village shall not request participation at more than two (2) events per year.

**G. MINIMUM RECYCLABLE MATERIALS TO BE COLLECTED/COMPENSATION**

The Contractor has indicated all recyclable material it proposes to collect in Appendix 2 The material the Contractor selects to be recycled must be done so for the entire term of this Agreement. All compensation received for recycling these materials shall be retained solely by the Contractor.

**H. ADDITIONAL RECYCLABLE MATERIALS DESIRED TO BE COLLECTED**

The Contractor may request the right to collect additional recyclable materials by submitting a written request to the Village Manager. The Village reserves the right to accept or reject any or all requests of the Contractor to add additional materials for collection in the curbside recycling program. In addition, the Village reserves the right to require the Contractor to add to the list of recyclables collected, if the Contractor is collecting a recyclable in another municipality.

**I. METHODS OF PREPARATION AND COLLECTION OF RECYCLABLES**

The Contractor shall use a single stream collection method for collecting recyclable material. In addition, the Contractor shall specify the method in which the recyclables are to be prepared for collection by the household. Preparation requirements shall include, but not be limited to, rinsing, removing labels, flattening, removing caps and lids, and the like.

**J. SPECIAL COLLECTIONS**

The Contractor shall offer a special curbside collection service for any quantity of refuse and debris that would not be practical to put into cans or bags, including, but not limited to, household construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangement with the Contractor at the resident's request and charged accordingly

The collection costs for such services shall be based upon cubic yards of refuse as specified on the **enclosed price quotation sheet**. One (1) cubic yard of refuse shall be the minimum amount of refuse required for a special collection. Payment for any special collection shall be made directly to the Contractor by the resident, and collection of such fees shall be the sole responsibility of the Contractor. The Contractor shall not charge residents a service fee for special collections on their regular collection day. The Contractor may charge residents a service fee for special collections on days other than their regular collection day.

The Contractor shall advise the resident directly of the terms of special collections; i.e. what materials will be collected; how the materials should be prepared; the date of collection; the policy on furnishing advance estimates of charges, and the like.

The Contractor shall also at the request of the Village, collect quantities of refuse, debris, or yard waste left at the curb without proper preparation in unusual circumstances, i.e. evictions or "skip-outs", and shall bill the property owner for such costs.

The Contractor shall also offer dumpster rental and pick-up service for residents with household

remodeling and repair projects that generate large quantities of construction and demolition debris which cannot be easily picked up at the curbside. The terms of, as well as charges and payment for, this service shall be arranged solely between the Contractor and the resident.

**K. WHITE GOODS**

The Contractor shall properly collect and recycle/dispose of all White Goods collected in compliance with all federal, state, and local laws, rules, regulations, statutes, ordinances and restrictions. Examples of White Goods include refrigerators, hot water heaters, and any other appliance containing CFC or HCFC refrigerant gases, PCB containing capacitors, mercury switches, and other hazardous components. The cost of collection and disposal of White Goods, regardless of whether containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components, shall be at the cost of the Contractor at no additional charge to the Village or Clarendon Hills residents.

**L. CHRISTMAS TREE COLLECTION**

The Contractor shall provide a special collection for Christmas trees for the month of January. The Contractor agrees to perform this once a year service at no charge to either the Village or Clarendon Hills residents.

**M. DISPOSAL OF RESIDENTIAL REFUSE**

The Village reserves the right to approve the landfill site location the Contractor intends to use for the disposal of refuse collected at the curbside. The Contractor shall provide the name and location of the disposal site if different then mentioned in the proposal submitted for this Agreement. In the event parties cannot agreement, the Contractor may select the site, and the Village shall follow the change in service procedures under Section 4 of this agreement. Any sites used by LRS will be licensed and properly permitted and in good standing by the IEPA.

**N. DISPOSAL OF RESIDENTIAL YARD WASTE**

The Village reserves the right to approve the composting facility the Contractor intends to use for the disposal of yard waste and leaves collected at the curbside. The Contractor shall provide the name and location of the disposal site if different then mentioned in the proposal submitted for this contract. In the event parties cannot agreement, the Contractor may select the site, and the Village shall follow the change in service procedures under Section 4 of this agreement. Any sites used by or required by the Village to be used by LRS will be licensed and properly permitted and in good standing by the IEPA.

**O. PROCESSING OF RECYCLABLE MATERIALS**

The Village reserves the right to approve the location of the processing facility the Contractor intends to use for the separation and processing of recyclable materials collected at the curbside. The Contractor shall provide the name and location of the processing facility if different then mentioned in the proposal submitted for this contract. In the event parties cannot agreement, the Contractor may select the site, and the Village shall follow the change in service procedures under Section 4 of this agreement. Any sites used by or required by the Village to be used by LRS will be licensed and properly permitted and in good standing by the IEPA.

**P. MONTHLY REPORT**

The Contractor shall prepare and submit to the Village a monthly refuse, yard waste, and recycling report, by the 15th day of the following month. The report shall include summaries of the following

information:

- 1) Total weight in tons and total volume in compacted cubic yards of refuse landfilled;
- 2) Total volume, in compacted cubic yards, of yard waste collected;
- 3) Total weight, in pounds, of recyclable materials collected;
- 4) Number of white goods collected;
- 5) Name and location of the landfill facility used by Contractor;
- 6) Name and location of compost facility used by Contractor;
- 7) Name and location of processing facility used by Contractor; and
- 8) Report tabulating all complaints filed by Clarendon Hills Residents.
- 9) Census of current services selected by residents; - As needed

## **SECTION 7 - Toter Based Service**

### **A. TOTER BASED SERVICE**

The Contractor agrees to provide at a minimum of once a week refuse and recyclable collection service through the exclusive use of Contractor supplied and approved toters. Every detached single-family dwelling unit shall receive two (2) toters, one for refuse and the other for recyclables. No opt-outs for service shall be allowed. All residents must use some level of base curbside service.

A cart system shall be provided for all residential dwelling units in the Village other than dwelling units with Carry -Out Residential Service. In no case should any residence receive less than Curbside Residential Service. Other than the Cart or Bulk Materials, to be collected, the Refuse must be placed in an approved Refuse Container, as defined in Section 5 of this Agreement, at the Curbside next to the Cart. No service shall be provided unless a Refuse Cart is placed at the Curbside. There shall be no limit on the number of Refuse Containers placed out for collection by a given household, provided that refuse stickers are applied to all cans, carts, bags and items outside of the standard LRS-provided cart. Contractor shall purchase and maintain a reasonable supply of Carts to cover replacements for lost, damaged, and stolen Carts, and initial Carts for new construction. The Contractor shall provide all curbside residential dwelling units in the Village with one ninety-five (95) gallon Refuse Cart and a 95 gallon recycling toter at no charge.

A sixty-five (65) gallon Refuse Cart, or a thirty-five (35) gallon Refuse Cart in lieu of a ninety-five (95) -gallon Refuse Cart. For those residents who wish to change their service level to a sixty-five (65) gallon Refuse Cart, up to once within sixty (60) days of their distribution, the Contractor shall deliver said Carts free of charge. Thereafter residents shall be charged a delivery fee of \$25 per cart

Additional Carts shall be made available for rental for a fee as found in Appendix 1. attached hereto and made part hereof. For new Curbside Residential properties, the Contractor will provide one Refuse Cart to residents at no charge. Carts damaged or lost by the Contractor, structurally damaged by wildlife or damaged (not cosmetic or odor based, but to a non-functional state) by normal wear and tear, shall be replaced at no charge. Contractor may charge a fee of \$65.00 to replace missing Refuse Carts or Refuse Carts damaged by customer's negligence or abuse. All Carts, including replacement Carts, are the property of the Contractor.

The Contractor shall offer a \$ 3.00 per month senior citizen discount for residential dwelling units. For a resident to receive this senior citizen discount, the principal of the home must be 65 years of age, must provide proof to the Village, and request the discount. To qualify, the principal of the dwelling unit must also both own and live in the dwelling unit receiving the discount or be a leaseholder.

**B. BILLING**

The Village shall bill the resident receiving the service directly and in accordance with the enclosed price quotation sheet in Appendix 1. The Contractor shall be responsible for the purchasing, distribution, and maintenance of all supplied toters and necessary related equipment. All costs associated with the purchase, distribution, maintenance, and lease of toters shall be included in the total price of the toter service.

**C. TOTER SPECIFICATIONS**

Residents shall have the option of using three different size toters for the disposal of Refuse and Recyclables. These toters should be designed with a tight-fitting lid, wheels and a capacity of either Thirty-five (35), sixty-five (65) or ninety-five (95) gallons

The Contractor shall purchase and maintain a reasonable supply of refuse and recycling toters to cover replacements for lost, damaged, and stolen toters; and initial toters for new construction. The manufacturer's name, location, and the model number of the containers to be used shall be included in this proposal, as well as a copy of the product sheet. The Village reserves the right to approve the type of bins to be purchased by the Contractor.

**D. YARD WASTE DISPOSAL**

The Contractor shall agree to provide at a minimum once a week yard waste collection service through the use of yard waste disposal stickers. Homeowners may purchase yard waste stickers from the Contractor, at Village Hall, or at local retailers at the rates shown on the enclosed price quotation sheet.

The Contractor shall be responsible for the printing, distribution, and sale of yard waste disposal stickers which should be designed to be of a "one-time use" variety. The Contractor shall arrange for area retailers to aid in the sale of stickers, and shall make every effort to secure arrangements with at least four (4) retail establishments in the area so as to achieve reasonable Village-wide coverage and a readily available supply of stickers. The Village shall also agree to act as a retailer in the sale of yard waste disposal stickers.

The Contractor shall provide yard waste disposal stickers ~~on consignment~~ to local retailers and shall not charge retailers for the storage, handling, mail, or in person delivery of such stickers. The Contractor shall also offer stickers for sale to Clarendon Hills residents through mail order and shall include handling and mailing costs in the total cost for the stickers. No other mark up for mail orders shall be permitted. The Contractor may require a minimum quantity for purchase through the mail and must inform the Village of such requirements. Clarendon Hills residents may request the mail order of stickers by phone. The Contractor may sell stickers directly to residents by mail on either a pre-paid or a billable basis, at its discretion. Billing and collection of charges for residential mail orders shall be the sole responsibility of the Contractor.

During the Months of October, November and December and the last two weeks of March (if determined necessary by Village), the Contractor shall provide unlimited collection of yard waste containers without stickers for the purposes of leaf collection. To avoid questions of definition, all bagged yard waste (leaves, mixed grass leaves, fall clean up, etc) shall be picked up at no charge during these months.

**E. STICKER DESIGN AND CONSTRUCTION**

The Village reserves the right to approve or disapprove of the design and construction of the Contractor's yard waste disposal stickers. Stickers must be of an approved color which should be clearly visible from

a distance by drivers at dawn or dusk. The paper used shall be biodegradable and shall contain a backing of glue that will adhere to container surfaces in sub-zero temperatures as well as in extreme heat. All yard waste stickers shall display the Village of Clarendon Hills name and shall be clearly labeled for "refuse or yard waste" use only.

#### **F. STICKER PRICE CHANGE**

Yard waste disposal sticker prices may be changed on an annual basis only in accordance with the enclosed price quotation sheet. The Contractor, the Village, and local retailers shall begin selling stickers at the new price effective on the anniversary date of the contract; i.e., April 1, 2025, April 1, 2026, April 1, 2027, April 1, 2028, and April 1, 2029. The Contractor shall honor the use of old yard waste stickers for an unlimited time after the new sticker price has been instituted, at no additional charge to the retailer, Village or homeowner.

#### **G. OPTIONAL YARD WASTE TOTER**

The Contractor shall make available to residents not participating in the yard waste disposal sticker service, as an optional service, once per week yard waste collection from Contractor supplied and approved toters. Stickers are required for residents not utilizing toters. The Contractor shall bill the resident receiving the service directly and in accordance with the enclosed price quotation sheet. The resident will be billed for the season from April to early December only. The resident may cancel the optional yard waste collection toter service, without a penalty fee, provided the resident notifies the Contractor by phone, online or in writing thirty (30) days in advance of the last date of desired service.

Residents shall have the option of using three different size toters for the disposal of yard waste. These toters should be designed with a tight-fitting lid, wheels and a capacity of either Thirty-five (35), sixty-five (65) or ninety-five (95) gallons

#### **H. RECYCLABLE COLLECTION**

Each detached single-family unit may place one (1) recyclable toter and an unlimited number of bins or quantity of recyclables that a household may place at the curbside for collection.

Residents have the right to purchase additional recycling bins or to set out other containers which are clearly marked for recycling collection. The Contractor shall collect from all recycling bins that have been placed at the curbside for collection.

#### **I. BULK MATERIALS**

The Contractor shall provide collection services for items which are too large to fit into an approved toter, e.g. discarded toys, crates, barrels, small tables, small chairs, etc.; residents will be allowed to place one bulk items per week for disposal immediately adjacent to the refuse and recycling toters. The cost for the collection of bulk materials shall be figured into the total cost of the toter service. Additional items may be placed with a yard waste/bulk item sticker attached.

Without exception, all mattresses will need to be sufficiently wrapped in plastic in order to be collected. Mattresses not wrapped with not be removed.

Included in the collection of bulk materials is the collection of household construction and demolition debris either placed in stacks weighing less than fifty (50) pounds and four (4) feet in length, or placed in containers weighing less than fifty (50) pounds. The Contractor shall not require residents to use string, twine, or any other means to bundle a stack of refuse or yard waste for collection.

#### **J. BACKDOOR REFUSE, YARD WASTE, AND RECYCLING COLLECTION SERVICE**

The Contractor shall make available to residents participating in the curbside collection program, as an optional service, once per week backdoor refuse, ~~yard-waste~~, and recycling collection services. Each container placed out for backdoor collection must either be in an approved toter or have the appropriate ~~yard-waste~~ disposal sticker attached for collection. The Contractor shall bill the resident receiving this service directly for the additional costs for collection as indicated on the enclosed price quotation sheet. Bulk items and items that do not fit into LRS-provided carts will be collected at the curbside only.

#### **K. COMPOSTING PROGRAM**

The Contractor shall make available to residents a household waste composting program on a seasonal basis.

#### **L. EVENT SPONSORSHIP**

The Contractor shall provide refuse containers and portable toilet services for the following events

- Daisy Days/ Daisy Dash (Usually scheduled Fathers' Day weekend)
- Summer Concert Series Dancin' in the Street (each of the 7 nights scheduled)
- Oktoberfest
- Halloween Walk

Additionally in March of each contract year, the Contractor agrees to be a major sponsor of the Dancin' in the Street Concert Series and provide annually \$7000 for the top sponsorship level.

#### **M. BILLING AND COLLECTIONS**

Village will bill for all units in the Program Area residential buildings. The Contractor shall at a minimum provide Curbside Residential Refuse, Yard Waste and Recyclables collection service to all Program Area residences.

The Contractor will bill the Village on a monthly basis for regular services after provision of the service. Village will provide payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505). Payment by the Village shall in no way constitute a waiver of, or relieve Contractor from any defaults or breaches regarding the services provided herein. The Contractor will bill the Village for all Units on a concurrent basis. Village shall, at its option, be permitted to pay said invoices with a credit card and will pay any associated credit card fee that is charged by the credit card company.

The Contractor agrees to be responsible for the billing and collection of all fees for additional services outside of regular curbside standard waste and recycling services. This includes Backdoor Cart Program, Yard Waste Program and Toter charges.

#### **N. DOWNTOWN TRASH COMPACTING STATION**

The Village currently leases a "BigBelly" trash compacting cans per quarter with a 5% annual escalator. The Contractor shall absorb the cost of the lease for approximately \$1100 per quarter, as part of this contract including any price increases. The Village may add additional cans, with the Contractor being able to offset the cost with a future rate increase by amending the pricing presented in Appendix 1.

#### **O. NATURAL DISASTER CLEAN-UP**

The Contractor shall supply, at the written request of the Village Manager, clean-up activities in the event of a natural disaster at an hourly rate plus disposal costs. The hourly rate would be \$ 140. 00 per hour for a truck and driver with an additional hourly charge of \$67. 00 for a helper if required. Disposal will be at \$60. 00 per ton. These rates and fees shall be adjusted each year on April 1<sup>st</sup>, subject to CPI. Hours will be calculated based on the additional hours required to perform these services. An average of the driver

hours used to perform the regular service for four (4) weeks before natural disaster clean-up will be deducted from the driver hours. During the weeks when natural disaster clean-up is provided. Disposal will be calculated based on the additional tons or cubic yards of material collected. An average of the disposal tons used to perform regular service will be deducted for four (4) weeks before natural disaster clean-up will be deducted from the disposal tons during the weeks during the weeks when natural disaster clean-up is provided. Notwithstanding the foregoing, The Contractor shall provide up to Three Thousand and No/ 100 Dollars (\$3,000) worth of Natural Disaster Clean-up Services for the Village at no charge during any twelve months (12) month period beginning April 1, 2021.

#### **Q. CHANGE IN LAW**

The Contractor and Village shall immediately notify the other of any change in conditions or change in Federal, State or local law, or of any other event, which may significantly affect the Contractor's ability to perform its obligations in accordance with the provisions of this Agreement of which they become aware. "Change of Law" shall mean, but not be limited to, any significant change in the County, State or Federal laws, or ordinances that have a significant impact on the residential and municipal/public waste, recycling or yard waste removal to the Village. In the event of a Change or Law, the Contractor shall provide a detailed written notice to the Village of the Change or Law, the manner in which the Change of Law affects the cost or services, the magnitude of the effect of the Change of Law on the cost of services, and the Contractors proposal in response to that effect. Within thirty (30) days after receipt by the Village of the Contractor's notice, the Contractor and the Village shall meet to discuss the Change or Law, and determine what change is necessary and appropriate to the rates and changes in the Agreement, and the timing and method or implementing any change. When reasonably possible, any rate changes shall take place as part of the annual escalator on April 1<sup>st</sup>. The Village may request any documentation necessary from the Contractor to assist with the analysis of the Change in Law impact.

### **SECTION 8 - Optional Services/ Discounts**

#### **A. CURBSIDE E-WASTE PICKUP**

The Contractor shall provide pricing in the form of an additional monthly charge for a curbside e-waste pick up to occur twice annually (once in the spring and once in the fall on a date to be mutually agreed upon by the Contractor and Village).

#### **B. BRUSH PICK UP**

The Contractor shall provide pricing in the form of an additional monthly charge, for monthly brush pick up to occur on a mutually agreed upon reoccurring date (i.e. the third Monday of the month) during yard waste collection season.

### **SECTION 9 – Service Performance Requirements**

The Village operates under a toter based system for once a week, same day curbside collection of refuse, yard waste, and recyclable materials for approximately 2,319 detached single-family residences. Refuse and recycling collection services are provided on a year-round basis, and yard waste collection services are provided from the first full week of April through the second week of December.

#### **A. DAYS OF COLLECTION**

The Contractor shall provide at a minimum once a week, same-day refuse, yard waste, and recyclable collection service to all detached single-family residential properties that currently receive curbside collection. On a regular, non-holiday schedule the area north of the BNSF Railway that divides the town shall be picked up on Monday and the area South of the BNSF Railway shall be picked on Tuesday.

**B. HOURS OF COLLECTION**

The Contractor shall not commence work before 7:00 a.m., and shall cease collection by 6:00 p.m. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse weather conditions, mechanical breakdowns, or other similar hindrances. The Contractor's employees shall provide collection services to Clarendon Hills residents with as little noise, disturbance, and disruption as possible.

**C. EMPLOYEE CONDUCT/QUALITY OF PERFORMANCE**

The Contractor shall undertake to perform all collection and disposal services rendered herein in a clean, orderly, and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly, and courteous employees and collection crews shall also be provided.

The Contractor shall prohibit the drinking of any alcoholic beverages, consumption of cannabis or the ingestion of any illegal narcotics by its drivers and crew members while on duty or in the course of performing their duties under the Agreement.

All employees of Contractor shall carry official company identification and shall present such identification upon request. All vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

**D. HOLIDAYS**

The Contractor shall not be required to provide refuse, yard waste, or recyclable collection services on the following recognized holidays:

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

In the event that any of these holidays fall on a week-day, all refuse, yard waste, and recyclable collection services scheduled on that day and for the remainder of the collection week shall be delayed one day after the recognized holiday. Collection shall also be provided on Saturday, if necessary, as the result of a holiday.

**E. LOCAL IMPROVEMENTS**

The Village reserves the right to construct any improvements or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the Village.

**F. VEHICLES**

The Contractor shall furnish to the Village a complete list of the vehicles to be used in the execution of the Agreement. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides. All vehicles shall be fully enclosed, leak proof, and operated in such a way that no refuse, recyclables, or yard waste can leak, spill, or blow off the vehicle. In the event any refuse, recyclables, or yard waste should leak, spill, or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings, the Contractor shall be responsible for the immediate collection and clean up of the litter.

All vehicles used in the collection of recyclable materials shall be operated in such a way as to allow for the physical characteristics of the materials to be retained. Compaction of materials shall be performed at a minimum. 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 shall be in good repair at all times.

The Village reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the contract.

#### **G. PLACEMENT OF CONTAINERS**

The Contractor shall return all containers at each pick-up location at which they were found. Containers will be placed, not thrown, and shall not be left lying on their sides. Within reason, Any contents spilled on the parkways, premises, or streets are to be cleaned up in a workmanlike manner. Each truck shall be equipped with a broom and shovel for the purpose of cleaning up any debris spilled by the driver in the course of pickup.

#### **H. REPLACEMENT DAMAGE**

The Contractor is responsible for damage resulting from its careless handling of any receptacle. All LRS-owned containers, which suffer damage solely caused by the Contractor, as reported by the user, shall be replaced by the Contractor at no extra charge to the user. If the replaced container is not a Contractor supplied toter, the container so supplied shall then belong to the user.

#### **MISSED PICK-UP AND COMPLAINT HANDLING**

The Contractor shall establish and maintain a local office and telephone number for the receipt of service calls or complaints, Monday through Friday from 7:30 a.m. to 5:00 p.m. during the term of the Agreement. All complaints shall be given prompt and courteous attention and shall be investigated and resolved within twenty-four (24) hours or next business day from the time received. The Contractor shall investigate any alleged missed scheduled collections, and if such allegations are found to be valid, arrange for the pick-up of materials within twenty-four (24) hours or next business day after the complaint is received.

The Contractor shall supply to the Village, on a monthly basis, a report listing all complaints received from any customer who resides within the Village. The complaint forms shall indicate the nature of the complaint, the date the complaint was received, the action taken by the Contractor, and the date the complaint was resolved.

#### **I. PUBLIC AWARENESS**

The Contractor shall develop a Public Awareness Program to inform Clarendon Hills residents of all aspects included in the revised Residential Solid Waste Collection and Disposal Service. The Contractor shall supply an informational brochure to the Village for distribution to new residents. The contents of the informational brochure shall be mutually agreed upon by the Contractor and the Village. All costs associated with production and distribution of the informational brochure including, but not limited to, typesetting, printing, and postage, shall be the responsibility of the Contractor. The Contractor shall provide as much information to the Village as possible to comply with 'Recycle Coach' needs. Contractor will help to promote this partnership between the Village, itself and Recycle Coach digitally as much as possible.

Upon request of the Village, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain or reinforce the collection program throughout the term of the contract.

The Village retains the right to approve all materials to be delivered by the Contractor to Clarendon Hills residents including, but not limited to, door hangers, leaflets, fliers, etc.

#### **J. CHANGE IN SERVICE**

If the Village should wish to change the type of service provided for during the term of the Agreement including, but not limited to, the type of materials collected, method of collection, variety of recyclable materials collected, etc., the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to the date such service is to begin; provided, however, that no change in service shall include the hauling, disposal or processing of Unacceptable Materials. The Village and the Contractor shall agree to negotiate the terms, frequency, and price of such change in service after proper notice has been served. All amendments and changes to the Agreement shall be made in writing and shall be agreed upon by both the Village and the Contractor.

#### **K. CONTRACTOR TRANSITION**

Should the Village select a different hauler at any time, the Contractor shall agree to refund to all customers the full purchase price of any refuse, yard waste, and leaf disposal sticker returned to the Contractor within thirty (30) days after such contract expiration for a full refund. The Contractor shall reimburse retailers as appropriate for returned or unsold refuse, yard waste and leaf disposal stickers within thirty (30) days from the expiration date. Residents and retailers shall return stickers to Village Hall within thirty (30) days if they would like to receive reimbursement.

#### **L. STICKER TRANSITION**

The Contractor shall honor any yard waste disposal stickers used from the previous collection program during the first two weeks of the new collection service. However, in an effort to keep the number of old stickers used to a minimum, the Village shall offer a sticker buyback program in which Clarendon Hills residents can return their old disposal stickers to Village Hall for a refund.

#### **M. INSURANCE**

The Contractor shall procure and maintain for the duration of the Contract, the following minimum insurance coverage:

- Workers' Compensation Insurance as prescribed by the laws of the State of Illinois.
- Employers' Liability Insurance, with limits of not less than two million dollars (\$2,000,000) per occurrence.
- Commercial General Liability Insurance: two million (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Minimum General Aggregate shall be no less than four million (\$4,000,000) or a project/contract specific aggregate of two million (\$2,000,000).
- Commercial Automobile Liability Insurance with a limit of not less than two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- Umbrella Excess Liability Insurance with a limit of not less than five million dollars (\$5,000,000) for bodily injury, property damage, and personal injury per occurrence.
- The Contractor shall include the Village, its officers, employees, and agents as additional named insured on the foregoing policies, except Workers' Compensation. The Contractor's insurance policies shall be primary to the Village's insurance policies with regards to claims arising out of

work performed in accordance with these specifications and provisions. The Contractor shall be solely responsible for satisfying any deductible required under the insurance policies. The Contractor shall also furnish the Village a Certificate of Insurance naming the Village of Clarendon Hills as an additional insured, attesting to the respective insurance coverage for the full term of the contract. The Village shall receive written notice of cancellation or reduction in coverage on any insurance policy at least ninety (90) days prior to the effective date of cancellation or reduction.

#### **N. LICENSES AND TAXES**

The Contractor shall be responsible for obtaining all licenses and permits necessary for the successful performance of the contract. The Contractor shall also pay all Federal, State, and local taxes, including sales tax, social security, workers' compensation, unemployment insurance, and any other tax which may be chargeable against labor, material, equipment, or real estate.

#### **O. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village, its officials, agents and employees, against any and all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses ("Losses"), which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its agents, officials, or employees, , or which may in anyway result there from, except to the extent that such Losses arise out of the sole legal cause of the Village, its officials, agents or employees. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same except to the extent such Losses are caused by the sole negligence or willful misconduct of the Village, its officials, agents or employees.

Contractor expressly understands and agrees that any performance bond, letter of credit or insurance policies required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to defend, indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

The Contractor's duty to comply with all applicable laws, ordinances and regulations and to indemnify and insure the Village shall survive the termination of this Agreement for the applicable statute of limitations.

#### **P. PERFORMANCE BOND**

Contractor shall furnish to the Village performance bond in the amount of five hundred thousand dollars (\$500,000) from a reputable banking institution to guarantee the faithful performance of the Agreement. The performance bond shall be payable to the Village and prepared in a format approved by the Village Attorney. It shall remain in effect for the full term of the contract, including any extension period, and be delivered to the Village prior to March 15, 2021.

#### **Q. CONTINGENCY**

If the Contractor fails to perform the work as specified herein, the Village may take such steps as are determined necessary to furnish services according to the collection requirements provided for in the RFP document. The Village shall provide the Contractor at least twenty-four (24) hours written notice and shall draw on the Contractor's letter of credit for all expenses incurred as a result of such action.

#### **R. INDEPENDENT CONTRACTOR**

The Contractor acknowledges that it is an independent Contractor and that none of its employees, agents, or assigns are employees of the Village. The Contractor shall be solely responsible for all unemployment,

social security, and other payroll tax payments required by law or union contract.

#### **S. RIGHT TO AUDIT**

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

The Village shall have the authority to review and audit all records and receipts of the Contractor regarding the awarded contract. The Contractor shall be given ten (10) calendar days' notice of the review or audit.

The Contractor shall keep its books and records in such a manner as will readily facilitate the assessment of the Contractor's billing, collecting, and recycling activities in the Village.

#### **T. EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **U. COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall comply with all applicable Federal, State, County, local and Municipal laws, ordinances, rules, and regulations governing the collection, disposal, and processing of refuse, recyclables, and yard waste, and all other materials collected under this Agreement, during the term of the Agreement.

#### **V. CHOICE OF LAW/VENUE**

The construction and interpretation of this Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the (except those provisions relating to conflict of laws) of the State of Illinois and brought in a court of competent jurisdiction in DuPage County, Illinois.

#### **AA. PREVAILING WAGE RATES**

The Contractor shall comply, if applicable, with the prevailing wage rates for public works projects as issued by the State of Illinois Department of Labor, current edition at date of bid submission, and each year thereafter..

#### **BB. NON-ASSIGNMENT**

The Contractor shall not assign or subcontract any rights or interests under the Agreement or any part thereof to any other person, firm, or corporation without the prior written consent of the Village, which may be withheld in the sole discretion of the Village.

#### **CC. PENALTIES AND FINES**

The Contractor shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligations under the Agreement.

#### **DD. NOTIFICATION**

All notices or communications provided for herein shall be in writing and shall be delivered to the VILLAGE or CONTRACTOR either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, address to the VILLAGE as follows:

**Village Manager's Office  
Village of Clarendon Hills**

**1 N. Prospect Avenue  
Clarendon Hills, Illinois 60514**

Or addressed to the Contractor as follows:

Municipal Manager  
Lakeshore Recycling Systems  
6132 W. Oakton Street  
Morton Grove, IL 60053

until and unless other addresses are specified by notice given in accordance herewith. Notice by personal service shall be deemed given upon actual delivery, with notice by certified mail being deemed given on the third day following the deposit of the same in the United States mail.

#### **SECTION 10 – Force Majeure**

Any failure or delay in performance under this Agreement due to contingencies beyond a Party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, catastrophic weather, and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected Party to be relieved of performance under this Agreement during the term of such event and for a reasonable time thereafter (a "Force Majeure Event"). In the event of such a Force Majeure Event, other than a natural disaster, the Contractor and the Village shall negotiate payment to be made to the Contractor. Charges for natural disaster relief shall be as found in Appendix 1 of this Agreement. Further, when the Village and the Contractor reach such agreement, then the Village shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

#### **SECTION 11 - Severability**

The invalidity or unenforceability of any of the provisions of the Agreement shall not affect the validity or enforceability of the remainder of this Agreement.

#### **SECTION 12 - Agreement Parts**

This Agreement may be executed in any number of counterparts, each of which shall be executed by the Village and the Contractor and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

#### **SECTION 13 - Amendments**

All amendments to this Agreement must be in writing and signed by both Parties hereto.

In Witness Whereof, the Parties have caused this Agreement to be executed by the proper officers pursuant to authorization by the Board of Trustees of the Village and by the Managers and Members of the Contractor, pursuant to the Contractor's organizational documents.

Village of Clarendon Hills,  
A Municipal Corporation

Zachery Greer, Village Manager



Lakeshore Recycling Systems, LLC

  
Joshua Connell, Vice President of Government Affairs

Attest:

  
Lynn B Dragisic, Village Clerk

(Corporate Seal)



Attest:



Authorized Agent

(Corporate Seal)



#### APPENDIX 1 - General Price Sheet

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

Service Description	Year 1 -2025	Year 2 -2026	Year 3 -2027	Year 4 -2028	Year 5 -2029	Year 6 (2030 to contract end)
Curbside Pick Up (per month)	\$22.30	\$23.53	\$24.82	\$26.19	\$27.24	\$28.19
Backdoor Pick Up (per month)	\$36.20	\$38.19	\$40.29	\$42.51	\$44.21	\$45.76
Additional charge for bi-annual curbside e-waste pick up (per month)						
Additional Charge for monthly brush pick up during yard waste period (per month)						
	1 sticker per bundle					

Optional Yard Waste Toter Service  Per Season	\$200.00	\$212.00	\$224.72	\$238.20	\$247.73	\$256.40
Yard Waste/ Bulk Item Stickers (per sticker)	\$3.25	\$3.44	\$3.63	\$3.83	\$3.98	\$4.12
Special Collection Charge (per cubic yard)	2yd minimum	2yd minimum	2yd minimum	2yd minimum	2yd minimum	2yd minimum
Additional Cart	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Composting Program (annual cost)	\$No add'l charge. Part of YW program	\$ No add'l charge. Part of YW program				

\*Includes recycling cart, a senior discount shall be applied of \$3 per month to all bid prices above

**APPENDIX 2- Recyclables**

**LRS REFUSE RECYCLING FINAL RATES**

<b>OPTION ONE</b>	<b>2025</b> (per month)	<b>2026</b> (per month)	<b>2027</b> (per month)	<b>2028</b> (per month)	<b>2029</b> (per month)	<b>2029</b> (per month)
<b>Curbside</b>						
35- Gallon (SR) (Monthly)	\$19.12	\$20.17	\$21.28	\$22.45	\$23.35	\$24.17
35/65/95- Gallon (Monthly)	\$22.30	\$23.53	\$24.82	\$26.19	\$27.24	\$28.19
<b>Backdoor Cart Program</b>						
35- Gallon SR (Monthly)	\$33.02	\$34.84	\$36.76	\$38.78	\$40.33	\$41.74
35/65/95- Gallon (Monthly)	\$36.20	\$38.19	\$40.29	\$42.51	\$44.21	\$45.76
<b>Yard Waste Program</b>						
Yard Waste (65/95 gallon)	\$200.00	\$212.00	\$224.72	\$238.20	\$247.73	\$256.40
<b>Misc. Items</b>						
Stickers	\$3.25	\$3.44	\$3.63	\$3.83	\$3.98	\$4.12
Extra Cart	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00