

# Memorandum



**To:** Village President and Village Board of Trustees  
**CC:** Steven Bosco, Village Administrator  
**From:** David Hansen, Administrative/GIS Analyst  
**Date:** 3-1-2021  
**Re:** Residential Waste Hauler Contract

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## Overview

The Village's current five-year agreement with Waste Management for residential garbage, recycling and yard waste collection is due to expire on May 31, 2021. The current contract covers all residential properties of four or less units that do not utilize dumpsters for collection. Waste Management has been the residential waste hauler in the Village via franchise agreement since 1996. Per the direction of the Services Committee in October 2020, staff issued a request for proposals (RFP) for the Village's residential refuse, recycling and yard waste collection program. A total of five companies submitted responses to the RFP. One didn't meet service day requirement for consideration. The new contract would be for an initial term of five years with the possibility of a two-year extension.

Though the Village's current waste program includes the whole community having waste collected on one day each week (Friday), the RFP allowed companies the option to utilize a multi-day collection program in an attempt to increase the number of proposals submitted. The RFP was also designed to include three different pricing options. The base pricing request was to keep the significant features of the current waste collection program the same. The RFP included a request for pricing for two alternate waste programs. Alternate #1 reduces the number of annual clean-up day events from two to one. Alternate #2 reduces the number of annual clean-up day events from two to one and includes a two-week period in the spring in which yard waste collection would not require stickers.

## Village Board Direction

At the Committee of the Whole meeting on February 1, 2021 staff presented the RFP results to the Village Board. Upon discussion, the Village Board selected alternate #2 as the pricing option where the Village residents will receive one cleanup day annually instead of two, but will gain free unlimited yard waste collection during the first two weeks of April. The Board also directed staff to work with Groot to create a contract to bring to an upcoming Board meeting for approval. Groot's pricing proposal for alternate #2 is attached below for reference as well as a chart showing the cost per resident for all five companies when using alternate #2 sticker and toter programs during a four-month period.

Overall, Groot provided the best overall core pricing with the lowest sticker price for all three programs (\$4.09 a sticker) and the second lowest monthly 95 gallon toter price (\$19.99). In comparison to current pricing, Groot's pricing would be an increase of \$.06 per sticker and a savings of \$4.58 a month for toter users. Groot's proposal also gives residents the option of renting a smaller 65-gallon garbage toter, which is priced at \$17.99 the first year. In comparison to the current program, a bulk item would require an additional sticker per item over 50 lbs. which results in an additional cost of \$4.33 per item. As you may recall, Groot will have a three-day collection program. West of Randall Rd will be serviced on Monday, east of Randall Rd and west of the Fox River will be serviced on Tuesday, and east of the Fox River will be serviced on Wednesday.

# Groot

## 3) Alternate Program #2 - one clean-up day collection and free yard waste the first two weeks of April

Collection Day(s) (circle) – Monday Tuesday Wednesday Thursday Friday

	Monthly Base Sticker Fee	Refuse/Yard Waste Cost per Sticker	Monthly Flat Fee 95/96 Gallon Refuse Toter Service	# of Stickers per Bulk Item Heavier than 50 Pounds	# of Stickers per White Good Item Heavier than 50 Pounds
June 1, 2021	\$0.00	\$4.09	\$19.99	5	5
June 1, 2022	\$0.00	\$4.21	\$20.59	5	5
June 1, 2023	\$0.00	\$4.34	\$21.21	5	5
June 1, 2024	\$0.00	\$4.47	\$21.85	5	5
June 1, 2025	\$0.00	\$4.60	\$22.51	5	5

### Additional Amenities (regardless of program option)

- Offered a 65 gallon toter option at a price of \$17.99.
- For additional cost to the resident - electronic waste (excluding televisions exceeding 50lbs) can be picked up weekly, but must call ahead and requires 48 hour notice

## Four-Month Pricing Comparison

Four Month Cost Summary				
Sticker Program – one sticker per week (17 weeks), one bulk item over 50 lbs., one white good over 50 lbs.				
Toter Program – four month rental cost, one bulk item over 50 lbs., one white good over 50 lbs.				
Alternate #2: One Clean-Up Day & Free Yard Waste First Two Weeks of April				
Current Price through 5/31/21	\$68.51	\$98.28	\$16.12	\$16.12
Company	Sticker Price	95/96 Toter Price	Bulk Item	White Goods
Flood Brothers	\$98.45	\$73.00	\$9.70	\$14.55
Groot	\$69.53	\$79.96	\$20.45	\$20.45
Lake Shore	\$81.60	\$87.40	\$72.00	\$24.00
SBC Waste	\$80.75	\$87.80	\$4.75	\$0.00
Waste Management	\$109.11	\$98.28	\$16.12	\$16.12

### Transition Period

If the Village Board approves the contract to transition to Groot the process would work as follows. First, regarding stickers, Waste Management must refund all customers the full purchase price of any refuse, yard waste, and leaf disposal stickers returned within 30 days after the contract's expiration (residents will have until June 30, 2021 to receive a refund for stickers). Groot would honor Waste Management stickers for the first four weeks of collection (June 1, 2021 – June 23, 2021). Secondly, regarding toters, Groot will drop off recycling toters for all residences in the program and garbage toters for those that have requested a garbage toter around the last week of May. Waste Management will pick up its toters a few days after its last collection on May 28, 2021. Staff plans to put the information mentioned above as well as additional specifics of the new contract in the April/May newsletter that goes out with the water bills at the end of

April. The Village will also create a PDF booklet that will be available on the Village's website and information will be posted on Facebook on various topics (Overview, Transition, Garbage, Recycling, Yard Waste, Etc).

Please find attached an exclusive franchise contract for the Village's Residential, Refuse, Recycling and Yard Waste Collection Program between the Village and Groot. The contract includes five exhibits (RFP requirements, RFP addendum, pricing proposal for alternate #2, collection day map, and deviations and exceptions language).

**RESIDENTIAL REFUSE, RECYCLING  
AND YARD WASTE COLLECTION CONTRACT**

**THIS EXCLUSIVE FRANCHISE CONTRACT**, effective beginning June 1, 2021, through May 31, 2026, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and Groot, Inc., an Illinois corporation (hereinafter referred to as “Contractor”) for an exclusive franchise contract to provide residential refuse, recycling and yard waste collection services in North Aurora.

**WHEREAS**, the Village advertised a request for proposals (RFP) for the Village’s Residential Refuse, Recycling and Yard Waste Collection Program (hereinafter “(Services)”) on December 15, 2020, and provided RFP specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (“RFP”); and

**WHEREAS**, the Village issued Addendum A to the RFP on January 6, 2021, in response to questions for clarification and additional information, a copy of which is attached hereto and incorporated herein by reference as Exhibit “B” (“RFP Addendum”); and

**WHEREAS**, the Contractor submitted a proposal cost for the Services in response to the RFP and RFP Addendum advertised by the Village, including a request for deviations and exceptions to the RFP, a copy of which is attached hereto and incorporated herein by reference as Exhibit “C” (the “Pricing Proposal”); and

**WHEREAS**, the Contractor proposed a 3 day collection (Monday, Tuesday, and Wednesday) and submitted a map outlining the collection areas each day, a copy of which is attached hereto and incorporated herein by reference as Exhibit “D” (the “Collection Day Map”); and

**WHEREAS**, the initial term of the contract is five years beginning June 1, 2021 and through May 31, 2026 and includes a mutual option to extend the agreement an additional two years; and

**WHEREAS**, the Contractor's proposal was determined to be the best proposal and was accepted by the Village Board of Trustees at the regularly scheduled meeting on \_\_\_\_\_, 2021.

**NOW THEREFORE**, in consideration of mutual stipulations hereinafter set forth, it is agreed by and between both parties hereto as follows:

1. The recitals, RFP and RFP Addendum attached hereto are incorporated herein as materials terms of this Contract and are made a part thereof.

2. The deviations and exceptions to the RFP and RFP Addendum are approved as attached hereto and incorporated herein by reference as Exhibit E ("Deviations & Exceptions").

3. The Contractor shall fulfill all the Services in keeping with the RFP and RFP Addendum as amended by the Deviations & Exceptions and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.

4. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

5. If there is any conflict between the RFP and RFP Addendum and the proposal submitted by the Contractor, the RFP and RFP Addendum as amended by the Deviations & Exceptions shall control.

6. If not previously provided, the Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the RFP and RFP Addendum as amended by the Deviations & Exceptions.

7. If required pursuant to Village ordinance or the RFP and RFP Addendum, Contractor shall supply a payment and performance bond and surety in form acceptable to the Village before performing the Services.

8. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against claims or liabilities arising from a failure to comply.

9. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

10. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

11. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

12. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

**IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

**Village of North Aurora**

\_\_\_\_\_  
By: Mark Gaffino, Village President

**Groot, Inc.**

\_\_\_\_\_  
By: \_\_\_\_\_,  
Its: \_\_\_\_\_

**Exhibit A**  
**Residential Refuse, Recycling and Yard Waste Collection Program –**  
**Request for Proposals (RFP)**



Residential Refuse, Recycling and Yard Waste  
Collection Program – Request for Proposals (RFP)

(Exhibit A)



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# Section 1 – Requests for Proposals

## **A. Request for Proposals**

The Village of North Aurora, Kane County, Illinois, (hereinafter referred to as “Village”) is seeking proposals for a residential solid waste collection and disposal service program with an initial term from June 1, 2021 through May 31, 2026. This Request for Proposal (RFP) document describes in detail the Village’s objectives and criteria for the establishment of a solid waste collection and disposal service program, as well as the anticipated review and selection process.

The company (hereinafter referred to as “Contractor”) providing a proposal for such services shall submit a sealed proposal in accordance with the specifications of this RFP document.

## **B. Contract Document**

It is the express intent of the Village that all specifications as outlined in this RFP, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Contractor.

Any exclusive franchise contract granted will incorporate the content of this RFP, also referred to as Exhibit A, as the basis for terms of service.

## **C. Alternate Proposals**

As part of the completion of the proposed rates for service as included in Exhibit B, the Village will be seeking alternate proposals that include the reduction of Spring/Fall Clean-up Days from twice-a-year to once-a-year. The Village will also be seeking an alternate proposal where the first two weekly yard waste collections of April would be free. Details regarding the Spring/Fall Clean-Up Days Collections are provided within this RFP. The Village is only seeking alternate proposals as laid out in Exhibit B and not alternate proposals from potential Contractors outside of those specifically requested in Exhibit B.

## **D. Contents of Proposals**

1. Provide an executive summary of the company which includes the company’s name, address, phone/fax numbers and website address, as well as a description of the company’s experience including relevant experience serving municipalities.
2. Provide contact information for the person submitting the company’s proposal, including name, title, phone/fax numbers, mailing address and email address.
3. Provide a list of municipalities where the company currently holds an exclusive franchise contract to provide refuse, recycling and yard waste collection in the Chicago area within the past five (5) years.
4. Provide a list of at least three (3) references from municipalities the company currently provides refuse, recycling and yard waste service. Indicate, if appropriate, whether a reference currently utilizes a sticker program for refuse and yard waste collection.
5. Provide a description of how the company will implement and provide services as outlined in the RFP, including the company’s qualifications.
6. Provide a breakdown on the number of garbage, recycling and yard waste trucks proposed to be utilized in the collection program on a daily basis (i.e. the total number of trucks for

one (1) day pickup would be essentially double the amount of trucks for two (2) day pickup). All of these trucks should display, at the minimum, the name of the Contractor and a vehicle identification number clearly visible on both sides.

7. Describe the company's proposed fee for providing services as provided in this RFP by completing Exhibit B.
8. A \$10,000 proposal security as described in section 1-H of this RFP.
9. A map showing how the Village would be divided and the days of collection service for each divided section of the Village should the Contractor propose a two-day or three-day collection.

### **E. Pre-Proposal Meeting**

Prospective contractors are required to attend a mandatory pre-proposal meeting to discuss the collection services as set in this RFP. The pre-proposal meeting shall take place via ZOOM on Wednesday, January 6, 2021 at 10 a.m. The following link will provide access to the online meeting. If there any questions or concerns regarding attending the virtual meeting please email David Hansen, Administrative/GIS Analyst, at [dhansen@northaurora.org](mailto:dhansen@northaurora.org) or call Village Hall at 630-897-8228.

<https://us02web.zoom.us/j/84601017200?pwd=MVdoZXdGTlJqSINTOW9yZFVXdEY4UT09>

### **F. Proposal Deadline**

All proposals must be received at the North Aurora Village Hall, 25 E. State Street, North Aurora, IL 60542 by 12:00 p.m., Wednesday, January 20, 2021. Proposals received after the deadline will not be accepted.

Any questions concerning this RFP will be directed to David Hansen, Administrative/GIS Analyst, 630-897-8228 extension 262 and not to any other person at the Village. The Village will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

### **G. Basis of Selection**

The Village of North Aurora will evaluate proposals and if a vendor is selected the vendor will be selected on the basis of:

1. The Contractor's plan to provide the Village of North Aurora with the services as specified in this RFP.
2. The Contractor's experience in providing services similar to those described in this request for proposal.
3. The Contractor's references from municipalities where the Contractor currently holds or held an exclusive franchise contract within the last five years.
4. The Contractor's financial proposal as specified in Exhibit B.
5. Any other factors relevant to the Contractor's capacity and willingness to satisfy the Village of North Aurora

The Village of North Aurora has the right to waive technicalities, modify, and reject any or all proposals.

## **H. Proposal Security**

Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of \$10,000, made payable to the Village of North Aurora. Proposals submitted without the required security shall be rejected.

After formal notification by the Village that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the Village in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required letter of credit, the Contractor shall be liable for any damages the Village may thereby suffer.

Proposal securities shall be released as follows:

The successful Contractor's security shall be retained until the required letter of credit has been furnished.

Proposal securities of the proposing Contractors shall be held until the successful Contractor's letter of credit has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors.

## **I. Withdrawal of Proposals**

A written request for the withdrawal of a proposal may be granted if the request is received by the Village Administrator prior to the specified time of opening. After the opening, the Contractor cannot withdraw or cancel its proposal.

## **J. Competency of Contractors**

The opening and reading of proposals shall not be construed as acceptance by the Village. The Village reserves the right to determine the competence, as well as the financial and operational capacity of any Contractor. Upon request of the Village, the Contractor shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services required by the specifications therein.

## **K. Service Implementation**

All aspects of the refuse, recycling and yard waste collection service selected by the Village must be implemented by June 1, 2021.

## **L. Contract Document**

It is the express intent of the Village that all specifications as outlined in this Request for Proposal Document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Contractor.

# **Section 2 – Project Overview**

## **A. General Description of Services**

The Village of North Aurora is a community of 17,441 residents located in Kane County, Illinois. The Village is seeking one qualified and responsible Contractor to provide refuse, recycling and yard waste collection services. The Contractor shall provide these collections one time per week

to all single-family and multi-family units that currently receive curbside refuse, recycling and yard waste collection under the current franchise agreement (approximately, 5,800-6,300 households). Multi-family properties serviced by centralized dumpsters, commercial properties and industrial properties are excluded from this franchise contract.

A summary of the collection program, including amounts of refuse, recycling and yard waste collected for the period of 2016 through 2020 is available in Exhibit C of this RFP.

#### **B. Exclusive Contract**

It is the intent of the Village to award the Contractor the sole exclusive franchise contract and privilege to collect refuse, recycling and yard waste from all single family and multi-family residences within the Village, excluding multi-family properties serviced by centralized dumpsters. Commercial, industrial and institutional properties are also excluded from this franchise contract.

#### **C. Initial Term of Franchise Contract**

The initial term of the franchise contract shall be for five (5) years commencing on June 1, 2021 and ending on May 31, 2026, unless terminated at an earlier date by either party by written notice (120 days prior notice) to the other party as to the effective date of termination by certified mail, return receipt requested.

#### **D. Renewal Term of Franchise Contract**

Not later than six (6) months prior to the end of the initial contract term, the Contractor may submit a proposal for a two (2) year contract extension. It shall be the right of the Village to determine whether or not to proceed with the process to negotiate a two (2) year contract extension. Should the Village and Contractor pursue, but fail to agree on mutually acceptable terms for a two (2) year contract extension, the Village shall be free to solicit bids or proposals from other contractors for a new exclusive franchise contract and the Contractor shall be free to bid for such contract or submit its proposal, as the case may be.

#### **E. Weekly Collection**

Currently, the Village receives refuse, recycling and yard waste collection on one (1) day. The current pickup day is Friday. Any one (1) day collection proposal must include which day service would be conducted. The Village will consider a collection program proposal with up to (3) days (must be consecutive) and prefers not to have a Friday collection day. Any two (2) or three (3) day collection proposal must include which days service would be conducted and a plan for how the Village would be divided. For a two (2) or three (3) day proposal, each divided section of the Village must still receive refuse, recycling and yard waste collection on the same day.

#### **F. Price Changes**

The cost of refuse, recycling and yard waste collection shall be amended annually in accordance with the Contractor's proposal of rates in Exhibit B. The price changes shall be effective on June 1<sup>st</sup> of each year of the franchise contract.

## **G. Collection of Charges**

All charges for services in addition to the sticker program shall be collected by the Contractor directly from its customers. The Contractor shall not look to the Village, but shall look solely to its customers, for the payment of services rendered outside of the sticker program.

## **Section 3 – Scope of Work**

### **A. Program Design**

The method of collection shall continue to be volume-based, commonly known as a “sticker program”, in which residents pay for refuse and yard waste collection by placing a program sticker on each approved can, bag, receptacle or item being collected with multiple stickers needed for specific items under the program guidelines. The stickers can be purchased by homeowners through the mail directly from the Contractor, at local businesses, and at the Village Hall.

As part of this program, the company will provide 64 or 65 gallon recycling toters to residents at no charge. Residents will also have the ability to rent 95 or 96 gallon refuse toters on a monthly-basis for a flat rate of service. Additional items outside the toter would require the use of a sticker(s).

Refuse and recycling collection shall be conducted year-round with yard waste being collected for at least eight months (April through November).

The contract shall not include multi-family properties serviced by centralized dumpsters, commercial, industrial or institutional properties.

Refuse, recycling and yard waste shall be collected on one (1), two (2) or three (3) days per week.

### **B. Days of Collection**

The Contractor shall provide at a minimum once a week, refuse, yard waste, and recyclable collection service to all single-family, attached single-family, and multi-family residential properties which currently receive curbside collection. In no case shall any area or residence receive less than once a week collection. The Village currently receives one (1) day pickup throughout the entire service area on Fridays. The Village will consider two (2) or three (3) day pickup (must be consecutive days) and prefers not to have a Friday collection day. The Contractor shall designate day(s) the program will take place in accordance with Exhibit B and include a diagram of how the Village would be divided for any proposed two (2) or three (3) day pickup program. Any boundary line streets shall have both sides of that street collected on the same day.

### **C. 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 a sufficient number of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse conditions, mechanical breakdowns, or other similar hindrances. The Contractor’s employees shall provide collection services to North Aurora residents with as little noise, disturbance and disruption as possible.



#### **D. Point of Collection**

Refuse, recyclable materials, and yard waste materials shall be collected from receptacles placed at the curb (or edge of pavement where there is no curb) of the public street in front of the residence to be served.

In the event that it is not practical for refuse, recycling and yard waste materials to be collected directly from the curb/edge of pavement at a properties or in a specific development, the Contractor shall work with the residents on a resolution and notify the Village of the outcome.

Refuse and recyclable material from buildings owned or leased by the Village shall be collected from receptacles at a reasonably accessible location designated by the Village Administrator.

#### **E. Examination of the Service Area**

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factors which would affect the execution and/or completion of the work covered by Exhibit A.

#### **F. Holidays**

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

<i>New Year's Day</i>	<i>Independence Day</i>	<i>Thanksgiving Day</i>
<i>Memorial Day</i>	<i>Labor Day</i>	<i>Christmas Day</i>

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

#### **G. 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 or the ingestion of any illegal narcotics by its drivers and crewmembers while on duty or in the course of performing their duties under the contract.

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

## **H. Vehicles**

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 of the vehicle.

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

## **I. Change in Service**

If the Village should wish to change the type of service provided for during the term of the contract 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. 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.

## **J. Contractor Transition**

Should the Village select a different hauler at the expiration of the contract, the Contractor shall agree to refund to all customers the full purchase price of any refuse, yard waste, and leaf disposal stickers returned to the Contractor within 30 days after such contract expiration. The Contractor shall reimburse retailers as appropriate for returned or unsold refuse, yard waste, and leaf disposal stickers within 30 days from the expiration date.

## **K. Sticker Transition**

During the first four (4) weeks of the new collection service, the Contractor shall honor any refuse and/or yard waste disposal sticker used from the previous collection program.

## **L. Future Development/Annexations**

The Contractor shall service any land annexed to the Village of North Aurora during the term of the contract, as well as any residential dwellings constructed during said term. Service to land annexed to the Village and future residential development shall be provided on the same terms as set forth herein.

Any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc. shall be communicated to the Contractor by the Village.

### **M. No Strike Guarantee**

The Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. The contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and/or subcontractors to perform its obligations under any contract.

### **N. Additional Requirements/Disposal Facilities**

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

At any point of the contract, the Village may request the Contractor to provide a list of all of the facilities it utilizes to dispose of the refuse, recycling and yard waste collected as part of the Village's waste collection program.

## **Section 4 – Refuse Collection**

### **A. Refuse Collection Program**

The collection of household garbage, bulk materials, white goods (i.e. appliances), and household construction and demolition debris shall be offered on a year round basis.

### **B. Refuse Disposal Stickers**

The Contractor shall provide refuse disposal stickers. Homeowners may purchase these stickers from the Contractor, the Village, and local retailers at the rates shown on the enclosed price quotation sheet.

The Contractor shall be responsible for the printing, distribution, and sale of refuse disposal stickers, which should be designed as 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 five (5) retail establishments 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 refuse disposal stickers. The Contractor shall provide refuse 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 North Aurora 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. North Aurora 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.

### **C. Sticker Design and Construction**

Stickers must be of a bright 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 stickers shall include either the Village of North Aurora logo or name and shall be clearly labeled for refuse/yard waste use as well as the customer service phone number of the waste hauler.

#### **D. Sticker Price Change**

Refuse disposal sticker prices may be changed on an annual basis only in accordance with the enclosed price quotation sheet (Exhibit B). The Contractor, the Village, and local retailers shall begin selling stickers at the appropriate price effective on the anniversary date of the contract: June 1<sup>st</sup>. The Contractor shall honor the use of old refuse stickers for an unlimited time after the new sticker price has been instituted, at no additional charge either to the Village or the homeowner.

#### **E. 95/96 Gallon Refuse Toter Service**

The Contractor shall make available to the residents participating in the curbside collection service, as an optional service, once per week refuse collection from 95 or 96-gallon toters. The Contractor shall provide the toters and any other related equipment necessary for collection to residents. The Contractor shall bill the resident receiving the service directly and shall cancel service, without penalty fee, provided the resident notifies the Contractor within 30 days in advance of the last date of desired service. The flat monthly rate for this service shall be provided on the enclosed price quotation sheet (Exhibit B).

#### **F. Refuse Containers**

Refuse must be properly contained in cans or bags, and is not to exceed 35 gallons in size or 50 pounds in weight per can or bag, or large items that cannot be containerized. Refuse which is not readily storable in refuse containers shall be collected by the Contractor if it is stacked neatly alongside of refuse containers on regular refuse collection days.

In order for an approved refuse container to be collected, each container must be properly stickered, which shall mean that it has a pre-paid refuse sticker exclusively supplied by the Contractor securely and visibly affixed on the approved refuse container. There shall be no limit on the number of containers placed out for collection by a given household, provided all containers are properly stickered with the appropriate refuse disposal sticker.

#### **G. Collection Standards**

The Contractor shall be required to provide a tagging system for any refuse container that does not get 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 over weight, unacceptable refuse, and no refuse sticker.

#### **H. Bulk Items/Materials**

The Contractor shall provide collection services for items which are too large to fit into an approved refuse container, but do not exceed, in total, 50 pounds in weight. Examples shall include; discarded toys, crates, barrels, small tables, small chairs, etc.

The Contractor shall also provide collection services for items exceeding 50 pounds in weight in accordance with the enclosed price quotation sheet; Exhibit B. Examples shall include; sofas, tables, mattresses and dressers, etc.

#### **I. White Goods**

The Contractor shall also provide collection services for white good items (i.e. appliances) exceeding 50 pounds in weight in accordance with the enclosed price quotation sheet; Exhibit B. Examples shall include; refrigerators, dish washers, water heaters, washers, dryers, etc.

#### **J. Construction Material**

The Contractor will pick up small amounts of construction material that is in proper containers, not to exceed 35 gallons, weighing less than 50 pounds or bundled into 4-foot bundles not exceeding 50 pounds, and secured on both sides. The debris from small remodeling projects cannot exceed 2 cubic yards, the equivalent of 10 normal trash containers. This material will be picked up at no additional charge to the customer. The price of this service shall be one refuse sticker per container or bundle of 50 pounds or less.

In the event large amounts of construction materials are placed at the curb, which exceeds 2 cubic yards, the customer shall be responsible to arrange a special pick-up for the removal and disposal of those materials. The Contractor will provide the customer with an estimate upon said terms if requested by the customer, and if the customer so elects, the Contractor shall provide said service. Residents are not required to use the Contractor for the removal of construction materials.

#### **K. Household Hazardous Waste**

It is not intended that the contractor be responsible under this contract to dispose of household hazardous waste; this can be handled separately from the contract. This contract does not preclude the contractor from providing that service to a Village resident separately.

#### **L. Debris Management/Natural Disaster Clean-up Plan**

In the event of a manmade or natural disaster including events such as tornado, flood, etc., the Contractor will work with the Village to arrange for special collection(s) to assist in clean-up efforts. The cost for service in response to a manmade or natural disaster shall be negotiated between the Village and Contractor. It is the intent of the Village to work with the Contractor on clean-up efforts in response to a manmade or natural disaster; however, the Village will be allowed to use an alternate Contractor should the Village and Contractor not be able to agree on terms.

## **Section 5 – Recycling Collection**

#### **A. Recycling Collection Program**

The collection of household recycling shall be offered on a year round basis.

## **B. Recycling Containers**

The contractor shall provide a free 64/65 gallon recycling toter to each household receiving curbside refuse collection via exclusive franchise contract with the Village. The Contractor shall allow recycling materials to be comingled (i.e. plastic, glass, metal and paper products mixed together). The Contractor shall provide preparation requirements for households participating in the recycling program including, rinsing, removing labels, flattening, removing caps and lids.

## **C. Minimum Recycling Materials to be Collected**

The Contractor shall collect the following materials at a minimum:

### Non-paper Items:

- Cloudy white HDPE (#2) plastic milk and water jugs
- Colored HDPE (#2) plastic blow molded containers
- PETE (#1) plastic blow molded containers
- LDPE and HDPE soft plastic 6 & 12 pack rings
- Brown, green, and clear glass containers
- Aluminum formed containers/wrap
- Steel/tin/bi-metal cans
- Aerosol cans
- Formed steel containers
- Aluminum cans
- Aseptic packaging and gable-top containers

### Paper Items

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

The aforementioned materials shall be referred to as the basic recycling package. The Contractor may accept additional recyclable material as part of their proposed minimum recycling package at no additional charge to the Village or North Aurora residents.

## **D. Non-Conforming Recycling Receptacles**

Ordinarily there will be no more than the 64/65 gallon recycling toter provided by the Contractor at the curb by the occupants of each residence. However, residents will be allowed to supplement the single container with a generic container if the receptacle provided by the Contractor is not

large enough to accommodate a resident's needs. Recyclable material packed in such generic containers shall be collected by the Contractor with all other recyclable material.

#### **E. Recyclable Material Disposition**

The Contractor shall, at least once a month, transport all recyclable material to a recyclable material processing facility which is actually engaged in the business of reusing or recycling such materials. Any and all recyclable material processing facilities which may receive recyclable material collected through the service herein described, and the intended use of the processed material, shall be subject to approval by the Village.

## **Section 6 – Yard Waste Collection**

#### **A. Yard Waste Collection Program**

The Contractor is required to provide yard waste collection once each week for at least eight months during the year (April – November).

Yard waste collection and disposal services shall be provided at no direct charge to Village residents, who will pay for such services solely through the purchase of stickers. The stickers shall be the same design and cost as the stickers used for the Village's refuse collection program throughout the contract. As they are interchangeable, the cost for the stickers will be subject to the same rate changes/schedule as the stickers used in the Village's refuse collection program.

#### **B. Yard Waste Collection Season**

The yard waste collection service shall be offered each year from April 1 through November 30 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 and shall notify the Contractor of such change.

#### **C. Yard Waste Containers**

In order for an approved yard waste or leaf container to be collected, each container must be properly stickered, which shall mean that it has a pre-paid refuse collection sticker exclusively supplied by the Contractor securely and visibly affixed to a maximum 33-gallon biodegradable Kraft paper bag or appropriately dimensioned bundle. There shall be no limit on the number of containers placed out for collection by a given household.

#### **D. Free Leaf Pick-up**

The contractor shall provide free leaf pick-up from October 1<sup>st</sup> through November 30<sup>th</sup>. It will be required that leaves are placed in a 33-gallon Kraft bag, which is compostable. These bags shall not require stickers. The Contractor agrees to perform this once a year service at no charge to either the Village or North Aurora residents. This program is subject to an alternate proposal cost schedule per Exhibit B.

#### **E. Christmas Tree Collection**

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

#### **F. Brush and Tree Trimmings**

The Contractor shall collect brush and tree trimmings as long as the materials are bundled no more than four-feet in length and 18 inches in diameter with a maximum weight of 50 pounds and secured with biodegradable twine or other accepted material. The Contractor shall collect each bundle at a cost of one sticker.

#### **G. Yard Waste Toters**

The Contractor can offer, at its discretion to the residents, an option of the Contractor providing and maintaining a yard waste toter. This option is for the convenience of the customer. The rate for this will be established between the customer and Contractor and billed to the customer on a quarterly basis.

### **Section 7 – Special Collection Services**

#### **A. Fall/Spring Clean-up Days**

The contractor shall provide the Village with a special fall and spring clean-up day on an annual basis where bulk items (couches, chairs, beds, etc.) will be picked up for free. On these dates, regular garbage and yard waste will require stickers as usual. The Contractor agrees to perform this service at no charge to either the Village or North Aurora residents. This program is subject to an alternate proposal cost schedule per Exhibit B. As part of the alternate proposals, the proposal selected by the Village Board may include the reduction of Clean-up Days from twice-a-year to once-a-year.

#### **B. Village Special Events**

The contractor shall provide refuse/recycling containers, port-o-lets and other ancillary containers and pick up services at no cost to the Village of North Aurora for Village sponsored events including but not limited to North Aurora Days and the North Aurora Fourth of July Fireworks Show, should the Village choose to have one. Additional events may be added during the term of the contract as requested by the Village. This shall include separate waste and recycling receptacles for the events in an amount as reasonably determined by the Village of North Aurora.

#### **C. Resident Requested Special Collections**

The Contractor shall offer a special curbside collection service for large quantities of refuse 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.

The Contractor shall also specify the minimum cubic yardage of refuse necessary for the collection to be considered a special collection. Items, which are less, in total, than the minimum requirement, shall be considered bulk materials for collection and disposal purposes. The



Contractor shall advise the resident directly of the terms of such collection (i.e. what materials will be collected, how the materials should be prepared, the date of collection and/or the policy on furnishing advance estimates of charges).

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 and pricing of special collections and dumpster rental service as requested by residents shall be arranged solely between the Contractor and the resident. The resident shall make payment for any special collection directly to the contractor, and collection of such fees shall be the sole responsibility of the Contractor. Residents are not required to use the Contractor for special collections or dumpster rentals.

#### **D. Village Requested Special Collections**

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

#### **E. Municipal Properties**

Free once-a-week refuse and recycling collection, as well as special pick-ups upon the request of the Village shall be provided to the following Village and other municipal properties. The Contractor shall provide the size dumpster specified (unless another container is requested and agreed upon) in the list below to each property.

##### Refuse Collection

<i>Village Hall</i>	<i>25 E. State St.</i>	<i>1-2 yard</i>
<i>Village Police Station</i>	<i>200 S. Lincolnway</i>	<i>1-2 yard</i>
<i>Village Public Works</i>	<i>318 Butterfield</i>	<i>1-6 yard</i>
<i>Fire District Station #1</i>	<i>2 N. Monroe</i>	<i>1-6 yard; 1-4 yard on call</i>
<i>Fire District Station #2</i>	<i>2201 Tanner Road</i>	<i>1-4 yard</i>
<i>Fire Training Facility</i>	<i>300 Butterfield</i>	<i>1-6 yard</i>
<i>Messenger Public Library</i>	<i>113 Oak Street</i>	<i>1-2 yard</i>

##### Recycling Collection

<i>Village Hall</i>	<i>25 E. State St.</i>	<i>1-2 yard; 2-3 64 gallon toters</i>
<i>Village Police Station</i>	<i>200 S. Lincolnway</i>	<i>1-2 yard</i>
<i>Village Public Works</i>	<i>318 Butterfield</i>	<i>1-2 yard</i>
<i>Fire District Station #1</i>	<i>2 N. Monroe</i>	<i>1-2 yard</i>
<i>Fire District Station #2</i>	<i>2201 Tanner Road</i>	<i>1-2 yard</i>
<i>Messenger Public Library</i>	<i>113 Oak Street</i>	<i>1-2 yard</i>

The Village reserves the right to include additional municipal buildings or facilities for service by the Contractor during the term of the contract. 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.

## **Section 8 – Public Awareness & Customer Service**

### **A. Holiday Notification**

The Contractor shall assist the Village with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of the franchise contract.

### **B. Maintain Schedule of Pick-up**

The Contractor shall continue to pick up garbage throughout the Village on the same day(s) of the week as proposed on Exhibit B of this RFP during the term of the franchise contract (the "Schedule"). The Schedule shall not be changed without the consent of the Village nor without giving a minimum of thirty (30) days written notice to all affected residents by mail.

### **C. Informational Brochure & Public Outreach**

The Contractor shall create, supply and maintain throughout the term of the franchise contract an informational brochure to the Village for distribution to new residents and residents upon request. The brochure should inform residents of the aspects included in the residential refuse, recycling and yard waste collection service. The Contractor and Village shall mutually agree upon the contents of the informational brochure.

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 North Aurora residents including, but not limited to, door hangers, leaflets, fliers, etc.

### **D. Reporting Requirements**

Refuse: A monthly report on the status of the refuse collection program, including an account of the volume of refuse collected each month and the disposition of same, and summaries of any problems encountered with programs implementation.

Recycling: A monthly report on the status of the curbside recycling program, including the volume of recyclable materials collected and deposited at any and all material processing facilities, the percent of homes participating, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation.

Yard Waste: A monthly report on the status of the yard waste collection program, including the volume of yard waste collected (separated into amounts of leaves and grass) and deposited at each yard waste processing facility, and summaries of problems encountered with program implementation.

Missed Pick-ups: A weekly report or email of all missed pickups and the reason refuse, recycling and/or yard waste was not collected the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint.

Complaints: For any complaint forwarded by the Village of North Aurora to the Contractor, the Contractor shall provide a written report or email to the Village of North Aurora as to how the Contractor responded to the resident's complaint and the outcome.

#### **E. Complaint Response**

The Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service at which North Aurora customers can pay their bills, to residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except holidays) from 9:00 a.m. until 4:30 p.m. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, the Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received.

#### **F. Contractor Contact**

The contractor shall provide a point of contact to the Village to handle any issues relative to the exclusive franchise contract as well as any complaints received by the Village regarding the refuse, recycling and yard waste collection services provided by the Contractor.

## **Section 9 – General Provisions**

#### **A. Adherence to Schedule**

The Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

The Contractor shall not be excused for failure to comply with the Village-approved Schedule by reason of any street or other construction work performed by the Village or its contractors, unless the Village is made aware of the circumstance and grants the Contractor an extension of time to complete their collection. The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect the refuse, recyclable material, and yard waste by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to Village residents.

#### **B. Penalties, Remedies and Default**

If the Contractor fails to perform any of its obligations under the Contract to the reasonable satisfaction of the Village ("Default"), the Village shall have one or more of the following remedies:

In the event of Contractor's failure to collect, remove and properly dispose of the refuse, recyclable materials, and yard waste in accordance with the time periods set forth herein for more than three consecutive days (excluding Sundays, Saturdays and holidays), the Village Administrator may cause such refuse and other disposable materials to be collected and disposed of by means available to the Village, and any and all expense incurred by the Village for that

purpose shall be charged to the Contractor and collected from the Surety under the irrevocable letter of credit submitted pursuant to section 9-F of Exhibit A.

If at any time during the course of the Contract the Contractor shall collect waste from any zone of the Village on a day other than the scheduled day (except in case of the holidays as specified in Exhibit A or where the Village has approved the alternate collection day) the Contractor shall notify the Village that the Contractor is in "Default" under the Contract. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a material breach of this Contract and grounds for its immediate termination.

Except for the violation of those terms and provisions of this Contract which expressly state that the failure constitutes a material breach and grounds for its immediate termination, if Contractor is otherwise in default of this Contract, the Village may notify the Contractor that it is in Default. The Village shall notify the Contractor in general terms the nature of the Default and that the Contractor's rights under the Contract will be terminated in 60 days unless the Contractor cures its Default within 30 days of the notice. If the Contractor fails to cure its Default, the Contractor's rights under the Contract shall cease.

### **C. Insurance**

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

Worker's Compensation Insurance as prescribed by the laws of the State of Illinois.

Employer's Liability Insurance, with limits of not less than \$1,000,000 per occurrence.

Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance, with limits of not less than \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate.

The Contractor shall include the Village, its officers, employees, and agents named as additionally insured on any of the foregoing policies. The Contractors shall also furnish to the Village a certificate of insurance 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 within 45 days prior to the effective date of cancellation or reduction.

### **D. Indemnification**

The Contractor shall indemnify, defend, save, and hold harmless the Village its officers and employees, from any and all liability, losses, damages, expenses, and lawsuits, including workers' compensation claims, attorney's fees and costs of defense, that the Village may suffer, incur, or become liable for on account of:

The negligence of the Contractor, its employees, agents or assigns

Any assertion of claim under the Illinois Workers' Compensation Act or similar acts made by persons furnished by the Contractor or subcontractor

Any action in law or equity brought by any person or entity under Federal or State law in an effort to set aside the contract.

#### **E. 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.

#### **F. Irrevocable Letter of Credit**

The Contractor shall furnish to the Village an irrevocable letter of credit in the amount of \$500,000 from a reputable banking institution acceptable to the Village to guarantee the faithful performance of the contract. The Contractor shall notify the Village of the institution providing the letter of credit and provide a draft letter of credit by April 16, 2021. The letter of credit 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 by May 1, 2021.

#### **G. 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 Exhibit A. The Village shall provide the Contractor at least 24 hours written notice and shall draw on the Contractor's letter of credit for all expenses incurred as a result of such action.

#### **H. 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.

#### **I. Compliance with Applicable Laws**

The Contractor shall comply with all applicable Federal, State, and Municipal laws, ordinances, rules, and regulations governing the collection, disposal, and processing of refuse, recyclables, and yard waste during the term of the contract.

#### **J. Change in Laws**

The fees provided above in this provision shall include any and all charges, taxes and fees for the collection, transportation and disposal of all refuse and yard waste collected and the transportation and processing and disposition of all recyclable materials. The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Village or the contractor in connection with the Contractor's facilities and for all licenses, permits, certificates of authorities, and inspections required for this work. In the event there is a change or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges, that affects the Contractors cost of providing the service, such as a sales tax on services, other than property taxes, the Contractor may approach the Village to request adjusting the established rates accordingly. Any changes in rates must be supported by documentation. Upon

discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the customer.

#### **K. Equal Employment Opportunity**

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.

Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

#### **L. Non-Assignment**

The Contractor shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Village.

#### **M. Right of Inspection**

The Contractor shall, upon reasonable notice, make accessible for inspection by the Village, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives waste from the Village as a result of the Contract.

#### **N. Records**

The Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billings for the collection service in the Village, and gross receipts from the sale of recyclable materials during the term of the Contract. Such books and records shall be made available for examination and audit by the Village at any time during business hours.

#### **O. 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 contract.

#### **P. Notifications**

Official notifications shall be made in writing and addressed to the Village as follows:

Village of North Aurora  
Steven Bosco, Village Administrator  
25 E. State St.  
North Aurora, IL 60542

## Exhibit B – Pricing Proposal

### 1) Current Program

(Includes two clean-up day collections)

# of Collection Days (circle) –        1        2        3

Collection Day(s) (circle) – Monday    Tuesday    Wednesday    Thursday    Friday

	Refuse/Yard Waste Cost per Sticker	Monthly Flat Fee 95/96 Gallon Refuse Toter Service	# of Stickers per Bulk Item Heavier than 50 Pounds	# of Stickers per White Good Item Heavier than 50 Pounds
June 1, 2021	\$			
June 1, 2022	\$			
June 1, 2023	\$			
June 1, 2024	\$			
June 1, 2025	\$			

### 2) Alternate Program #1

(Includes one clean-up day collection)

# of Collection Days (circle) –        1        2        3

Collection Day(s) (circle) – Monday    Tuesday    Wednesday    Thursday    Friday

	Refuse/Yard Waste Cost per Sticker	Monthly Flat Fee 95/96 Gallon Refuse Toter Service	# of Stickers per Bulk Item Heavier than 50 Pounds	# of Stickers per White Good Item Heavier than 50 Pounds
June 1, 2021	\$			
June 1, 2022	\$			
June 1, 2023	\$			
June 1, 2024	\$			
June 1, 2025	\$			

## Exhibit B – Pricing Proposal

### 3) Alternate Program #2

(Includes one clean-up day collection)

(First two weekly yard waste collections of April would be free)

# of Collection Days (circle) –        1        2        3

Collection Day(s) (circle) – Monday    Tuesday    Wednesday    Thursday    Friday

	Refuse/Yard Waste Cost per Sticker	Monthly Flat Fee 95/96 Gallon Refuse Toter Service	# of Stickers per Bulk Item Heavier than 50 Pounds	# of Stickers per White Good Item Heavier than 50 Pounds
June 1, 2021	\$			
June 1, 2022	\$			
June 1, 2023	\$			
June 1, 2024	\$			
June 1, 2025	\$			



## Exhibit C – Collection Summary (2016-2020)

2016-2020 COLLECTION DATA (excludes December 2020*)					
	2016	2017	2018	2019	2020*
<b>RESIDENTIAL COLLECTION PROGRAM</b>					
GARBAGE (tons)	3,719	3,235	3,461	3,838	3,939
RECYCLING (tons)	2,037	1,844	1,910	1,902	1,710
YARDWASTE (tons)	410	336	346	390	429
<b>TOTAL</b>	<b>6,166</b>	<b>5,415</b>	<b>5,717</b>	<b>6,130</b>	<b>6,078</b>
<b>CLEAN UP DAYS (2x/year)</b>					
GARBAGE (tons)	501	429	532	581	212**
<b>REFUSE/YARD WASTE STICKERS SOLD</b>					
<b>TOTAL</b>	<b>207,350</b>	<b>182,853</b>	<b>187,800</b>	<b>182,406</b>	<b>180,613</b>
<b>2 cy 1x/wk VILLAGE HALL</b>					
GARBAGE (yds)	104	104	104	104	104
RECYCLING (yds)	104	104	104	104	104
<b>TOTAL</b>	<b>208</b>	<b>208</b>	<b>208</b>	<b>104</b>	<b>104</b>
<b>6 cy 2x/wk PW GARAGE</b>					
GARBAGE (yds)	624	624	624	624	624
<b>2 cy 2x/wk POLICE DEPARTMENT</b>					
GARBAGE (yds)	208	208	208	208	208
RECYCLING (yds)	208	208	208	208	208
<b>TOTAL</b>	<b>416</b>	<b>416</b>	<b>416</b>	<b>416</b>	<b>416</b>
<b>6 cy 1x/wk, FIRE STATION 1</b>					
<b>4 cy 1x/wk FIRE STATION 2</b>					
<b>6 cy serviced on call FIRE PROTECTION TRAINING FACILITY</b>					
GARBAGE (yds)	592	592	592	592	592
<b>2 cy 1x/wk LIBRARY</b>					
GARBAGE (yds)	104	104	104	104	104
RECYCLING (yds)	104	104	104	104	104
<b>TOTAL</b>	<b>208</b>	<b>208</b>	<b>208</b>	<b>208</b>	<b>208</b>
<b>TOTAL HOMES SERVICED</b>	<b>6,150</b>				
<b>PROGRAM PARTICIPATION</b>					
	RECYCLING	TOTER RENTALS			
	100%	21%			

\*\*only one clean-up day due to COVID-19; one free bulk item was collected per week as a substitute

**Exhibit B**  
**Addendum A:**  
**Waste Hauler RFP Changes and Answers to Questions**

# Addendum A:

## Waste Hauler RFP Changes and Answers to Questions

1. Will the Village accept a bid bond in lieu of a certified/cashier's check? Will the Village accept a proposal bond for \$10,000 in place of a check? **Yes, the Village will allow a bid bond, proposal bond, a certified check or a bank cashier's check in the amount of \$10,000.**
2. Will the Village accept a performance bond from a Village approved Surety in place of an irrevocable letter of credit? Will the Village accept a performance bond as performance security? Can we provide a performance bond in lieu of a letter of credit if awarded the contract? **Yes. The Village will accept a performance bond. This language can be negotiated and mutually agreed on in the final contract. However, the performance bond language will mostly likely read something like this - "Prior to commencement of service hereunder, Contractor shall provide the Village with a performance bond or letter of credit in the amount of Five Hundred Thousand dollars (\$500,000.00), which shall be maintained in full force and effect throughout the term of this contract in the Contractor's expense. Said bond shall be executed by and with a surety company acceptable to the Village and any such bond or letter of credit shall be subject to approvals as to form and content by the Village Attorney. The Contractor shall furnish the performance bond or letter of credit in an acceptable form simultaneously with the executed contract. At the discretion of the Village, failure to furnish the required bond or letter of credit within the time specified may be cause for rejection of the proposal and award of the contract to another Contractor."**
3. Are the 6,150 homes indicated on page 28 of the RFP, the number of homes serviced in any particular year or 2016 as it's listed? On page 7, Section 2, Item A, the number of homes show as 5,800 to 6,300, indicating a variable of 500 homes, however; on page 28 of the RFP, it specifies 6,150 homes under the 2016 column. The number of units is essential to providing an accurate and competitive proposal for the Village. **The 6,150 homes are not the 2016 number. 6,150 is the number of homes/addresses as of June 2020. This number will probably increase by a few hundred over next few years due to new homes being built.**
4. Will the Village furnish a list of service addresses upon award of contract? **Yes. The Village has the service addresses in an excel spreadsheet and would share upon award of the contract.**
5. Waste Management currently services North Aurora on Friday. The RFP states that the Village prefers not to have a Friday collection. Will our proposal be viewed less favorable if we were to propose Friday service? **In the event, your proposal requires a Friday pickup you are still encouraged to submit a proposal. If proposals are very similar, the day or day(s) the service is provided would be taken into consideration.**
6. Is a sticker required on bulk items? **No, stickers are not required for bulk items. Bulk items must be addressed since they are part of the scope of services. If one were to propose one bulk item a week for free, one would fill out the section with a 0 for the stickers or write out in the box how bulk items would be handled if that was the case. Bulk items can also be a combo where first bulk item is free and then sticker after it or something of that nature.**

7. In addition to the requested bid specs, may an alternate proposal be given? **Alternates that don't meet the parameters of the program will not be considered. Once program parameters are met, one can add other factors that may help your case to be selected.**
8. Please clarify your last answer. Once program parameters are met, are you referring to additional services or an alternative service program (i.e. all carts)? **To answer your question, I was referring to additional services. An alternate service program such as all carts would not be considered. The Village will only accept Exhibit B's three options, but you can provide additional services on top of them as long as all RFP program parameters are met.**
9. Do you need additional copies of our proposal (other than original)? If so, how many? **Only one original copy of the proposal is required in hard copy form. In addition to submitting it at Village Hall, emailing a proposal electronically to [dhansen@northaurora.org](mailto:dhansen@northaurora.org) and letting us know you have submitted a hard copy would be appreciated.**
10. Will the Village please provide the actual services provided in years past so that we may accurately estimate a baseline cost? On page 18, section 7 Special Collection Services, item B, the services requested are unspecified. We understand additional events may be added but hoping to have a baseline understanding of the costs associated. Section 7(B) outlines special events including North Aurora Days and North Aurora Fourth of July Fireworks show, can the Village provide details on what service (size of containers, frequency of pickup) has traditionally been provided?

- **These numbers are from calendar year 2019.**

- Roll-Off Dumpsters- Provide the size, total quantity used and type of material (trash, recycle) used per year for past events
  - **North Aurora Days: 3 – 20 yd refuse dumpsters; 1-4 yd recycle dumpster**
  - **July 3<sup>rd</sup> Fireworks: 1 – 15 yd dumpster**
  - **Community Picnic: N/A**
  - **Concerts in the Park: N/A**
  - **Community Parade: N/A**
- Cardboard Event Boxes – Provide the quantity used and type of material going into the cardboard event boxes (often lined with garbage bags and disposable boxes)
  - **North Aurora Days: 82 boxes (refuse); 65 boxes (recycle); 824 liners**
  - **July 3<sup>rd</sup> Fireworks: 60 boxes; 200 liners**
  - **Community Picnic: 8 boxes; 24 liners**
  - **Concerts in the Park: N/A**
  - **Community Parade: 11 boxes; 16 liners**
- Portable Restrooms – Provide style and quantity of units required (ADS/Handicap or Standard)
  - **North Aurora Days: 53**
  - **July 3<sup>rd</sup> Fireworks: 21**
  - **Community Picnic: 4**
  - **Concerts in the Park: 3**
  - **Community Parade: 6**
- Hand Wash Stations- Provide quantity
  - **North Aurora Days: 24**
  - **July 3<sup>rd</sup> Fireworks: 12**

- **Community Picnic: 2**
  - **Concerts in the Park: N/A**
  - **Community Parade: 2**
  - Other ancillary services – Please provide more detail on any other services expected from the service provider for Village events that have not been included
    - **N/A**
11. Please clarify if the Contractor being referenced in Section 3, item J, is meant as the incumbent (Waste Management) or the Contractor to be awarded the forthcoming contract? **Item J pertains to the current contractor. It requires the current contractor to reimburse residents if they return their current stickers in within the first 30 days (by June 30<sup>th</sup>) if the Village were to transition to a new contractor. However Item K would pertain to the new contractor if the Village would transition to a new contractor. Item K requires the incoming contractor to honor the old contractor's stickers for the first 4 weeks (28 days) of the new contract. After that period, all stickers must be from the new contractor. The intent of these sections is to cover all pickups in June.**
12. Under general provisions adherence to schedule seems pretty stringent. Would one instance, say a missed addresses due to construction, result in immediate termination of the contract? **In the event a contractor cannot service due to extraneous circumstance they should reach out to the Village and notify us so we can alert our residents. It would be preferred to handle such a circumstance before it happens (say construction on a street). Language for this provision can be altered and mutually agreed on in the final contract if needed.**
13. Will the Village allow non-consecutive days for pickup? Will the Village be open to a Saturday pickup? **The Village will allow for non-consecutive days, but only Monday-Friday (e.g. pickup Monday, Tuesday, Thursday).**
14. Is a yard waste toter required? **Yard waste toters are optional and not required. Currently only a handful of residents utilize a yard waste toter which is handled between the resident and the waste hauling company.**
15. What is the average leaf pickup tonnage for the free leaf pickup program? **On the Village's end, here are the cubic yard amounts for the past three years. (2018 – 1,820; 2019 – 1,985; 2020 1,685). The Village probably takes in about 50% of the leaves during this time period. Waste Hauler would probably have around the same as the numbers listed above for the free leaf pickup period (October – November).**
16. Will the Village obtain and provide the number of stickers sold for the months of January 2018 through December 2020, reported by month? **See below.**

Stickers by Month	2018	2019	2020
January	16,800	14,500	16,200
February	5,500	11,800	6,500
March	15,200	6,500	18,800
April	12,800	18,603	21,530
May	31,800	20,200	21,456

<b>June</b>	<b>9,700</b>	<b>18,300</b>	<b>14,625</b>
<b>July</b>	<b>21,200</b>	<b>21,200</b>	<b>16,700</b>
<b>August</b>	<b>15,800</b>	<b>16,900</b>	<b>19,701</b>
<b>September</b>	<b>14,400</b>	<b>18,003</b>	<b>17,201</b>
<b>October</b>	<b>21,600</b>	<b>9,100</b>	<b>10,200</b>
<b>November</b>	<b>5,400</b>	<b>20,100</b>	<b>17,700</b>
<b>December</b>	<b>17,600</b>	<b>7,200</b>	<b>Have Not Received</b>

## Exhibit C Pricing Proposal

### Exhibit B – Pricing Proposal

#### 3) Alternate Program #2

(Includes one clean-up day collection)

(First two weekly yard waste collections of April would be free)

# of Collection Days (circle) – 1 2 (3)

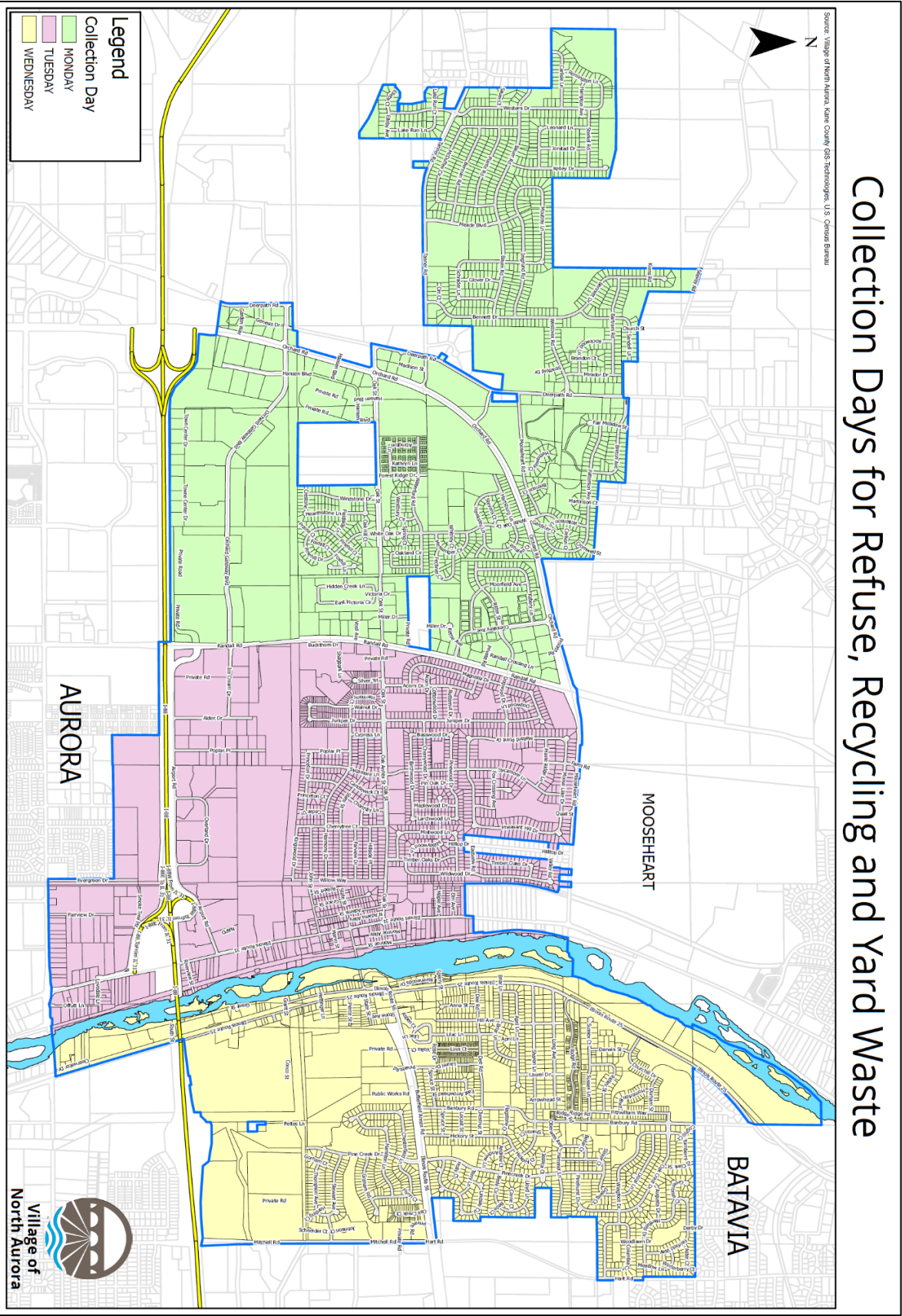
Collection Day(s) (circle) – Monday Tuesday Wednesday Thursday Friday

	Refuse/Yard Waste Cost per Sticker	Monthly Flat Fee 95/96 Gallon Refuse Toter Service	# of Stickers per Bulk Item Heavier than 50 Pounds	# of Stickers per White Good Item Heavier than 50 Pounds
June 1, 2021	\$ 4.09	\$19.99/\$17.99*	5 stickers	5 stickers
June 1, 2022	\$ 4.21	\$20.59/\$18.53*	5 stickers	5 stickers
June 1, 2023	\$ 4.34	\$21.21/\$19.09*	5 stickers	5 stickers
June 1, 2024	\$ 4.47	\$21.85/\$19.66*	5 stickers	5 stickers
June 1, 2025	\$ 4.60	\$22.51/\$20.25*	5 stickers	5 stickers

\*Pricing for 65 gallon toter option



# Exhibit D Collection Day Map



## **Exhibit E**

### **Deviations & Exceptions**

The following terms and conditions are incorporated into the Residential Refuse, Recycling and Yard Waste Collection Contract and shall control over the terms and conditions in the RFP and RFP Addendum as follows:

1. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.
2. Contractor is a subsidiary of Waste Connections, Inc. (“WCN”). WCN is a publicly traded company whose shares trade on the New York Stock Exchange. Periodic and annual financial information is reported to the U.S. Securities and Exchange Commission (“SEC”). Audited financial information is provided in WCN’s annual Form 10-K and quarterly Form 10-Q filings with the SEC. Copies of WCN’s periodic and annual filings are available online at [www.sec.gov](http://www.sec.gov). The Village shall not require Contractor to provide any separate financial statements, and Contractor shall not be obligated to provide confidential, proprietary or otherwise privileged information, including financials, as part of this Contract.
3. Section 1(K) of the RFP is revised to further define the service schedule for the first week of service provided for in June, 2021. Due to a holiday falling on Monday, May 31<sup>st</sup>, the Contractor shall provide service on a one day delay (Tuesday, Wednesday and Thursday) for the remainder of the week. The designated schedule (Monday, Tuesday and Wednesday) shall resume the following week.
4. Section 3(C) of the RFP is revised to modify the start time of collection to 6:00 a.m. The Contractor shall not commence work or begin operations before 6:00 a.m. within Village limits. During the first four weeks of the contract, the Contractor will go back and pick up any missed residences where garbage, recycling and/or yard waste was placed at the curb after 6 a.m. but before 7 a.m. within a 24 hour period.
5. Section 4(B) of the RFP notwithstanding, Contractor shall be allowed to sell stickers to vendors in the Village who may resell the stickers to residents. The Contractor shall not be required to sell stickers to vendors on a consignment basis.
6. Section 6(B) of the RFP is revised to require Contractor to entertain and agree to the extension of the yard waste collection service for up to two (2) weeks past November 30, provided and as long as local facilities taking yard waste remain open and reasonable terms and conditions can be agreed to facilitate the extended service. For further clarification, the standard yard waste collection season shall go through November 30 each contract year. For the first year of the collection where Wednesday falls December 1, 2021 contractor agrees to collect yard waste on December 1.
7. Section 8(D) of the RFP is clarified to provide that Contractor’s reporting requirements do not include a requirement to report receipts, revenue or other financial details.

8. Section 9(A) of the RFP is hereby clarified to state that only a repeated, ongoing and widespread failure to adhere to the Schedule shall be considered a material breach. Contractor shall notify the Village as soon as reasonably practical when any disruption in the Schedule occurs or is anticipated to occur and make alternative arrangements with the Village for pick up. Failure to adhere to the Schedule by reason of government orders, Acts of God, such as tornados, blizzards, and other severe weather events, and events that are not within Contractor's reasonable control, such as rioting, strike, inability to access containers, and conditions which pose an imminent risk to the health and safety of Contractor's employees shall not be considered a beach of this Contract. Contractor shall use its best efforts to replace any workers on strike with temporary workers as quickly as reasonably practicable to restore the Schedule in the event of strike.

9. Section 9(C) of the RFP is changed to modify the scope of the insurance coverage to the Village, its officers, employees, and agents as additionally insured only to the extent of the obligations of the Contractor to the Village as identified in the Contract.

10. Section 9(D) of the RFP is hereby changed in its entirety as follows:

The Contractor shall indemnify, defend, save, and hold harmless the Village its officers and employees, from any and all liability, losses, damages, expenses, and lawsuits, including workers' compensation claims, reasonable attorney's fees and costs of defense, that the Village may suffer, incur, or become liable for to the extent caused by:

The negligence of the Contractor, its employees, agents or assigns;

Any assertion of claim under the Illinois Workers' Compensation Act or similar acts made by persons furnished by the Contractor or subcontractor; and

Any action in law or equity brought by any person or entity under Federal or State law in an effort to set aside the contract.

11. Section 9(F) of the RFP is changed to read as follows:

Prior to commencement of service hereunder, Contractor may, at Contractor's option, provide the Village with a performance bond in lieu of a letter of credit in the amount of Five Hundred Thousand dollars (\$500,000.00), which shall be maintained in full force and effect throughout the term of this Contract in the Contractor's expense. Said bond shall be executed by and with a surety company acceptable to the Village and any such bond shall be subject to approvals as to form and content by the Village Attorney. The Contractor shall furnish the performance bond in an acceptable form simultaneously with the executed contract. At the discretion of the Village, failure to furnish the required bond within the time specified may be cause for rejection of the proposal and award of the contract to another Contractor.

12. Section 9(L) of the RFP is changed to provide that the Village's consent to assignment of Contract shall not be unreasonably withheld, conditioned or delayed, provided that the assignee is introduced to the Village Board at an open meeting at which the Village Board, staff and public have the opportunity to ask questions and obtain information about the assignee, and the assignee is of equivalent or better reputation, experience and ability, expressly agrees in writing to be bound by the terms and conditions of the Contract and provides a substitute surety as required by the Contract.

13. Section 9(M) of the RFP is changed to require Contractor to make every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site owned or otherwise controlled by Contractor which receives waste from the Village as a result of the Contract accessible for inspection by the Village upon reasonable notice, and shall use its best efforts to allow make every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site not owned or otherwise controlled by Contractor which receives waste from the Village as a result of the Contract accessible for inspection by the Village upon reasonable notice.

14. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the Village and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

15. Contractor and the Village shall cooperate and work together to inform and educate the residents of the Village regarding items that are acceptable for recycling and the acceptable procedures for recycling with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. Contractor may reasonably refuse to collect materials that are not acceptable for recycling as reasonably defined by Contractor in keeping with industry standards without being in breach of the contract, provided that Contractor provides reasonable notice to the producers (i.e. residents) of those materials that are not acceptable for recycling. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.

16. The rights granted to Contractor under this Contract are exclusive. The Village may, in its sole discretion, enforce the exclusivity provisions of this Contract against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of this Contract against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the Village shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The Village may adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of this Contract, including, without limitation, the exclusive service rights granted to Contractor pursuant to this Contract.

17. Except in the case of Contractor' negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.

18. Notwithstanding anything herein to the contrary, to the extent supplied by Contractor, in the event that a waste container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the Village or the customers users (excluding normal wear and tear), the Village or the customers users, as the case may be, will be charged for the resulting repairs or replacement and Contractor may demand payments of such amounts.

19. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the customers and the Village (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and the Village shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and the Village must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of nonhazardous solid waste.

20. Notwithstanding anything herein to the contrary, Contractor may pass through to Customers and the Village and collect from them any documented increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), but only after notice to the Village and provides an opportunity to share with the residents.