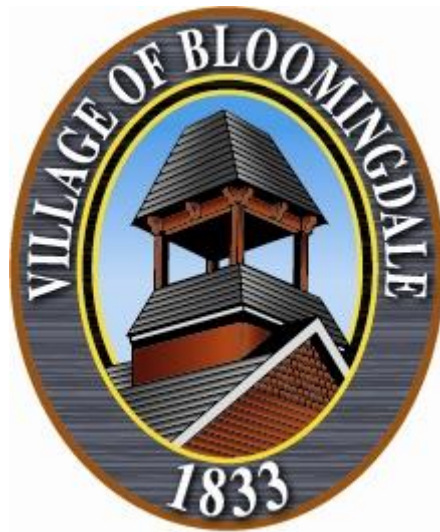


**VILLAGE OF BLOOMINGDALE
AMENDED AND EXTENDED
SOLID WASTE COLLECTION & DISPOSAL
CONTRACT**



Effective Date: December 14, 2020

SECTION I
GENERAL REQUIREMENTS & CONDITIONS

1. CONTRACT DOCUMENT

This agreement is entered into by and between the Village of Bloomingdale, (herein referred to as the “Village”) and SBC Waste Solutions, Inc., (herein referred to as the “Contractor”). It is the express intent of the Village and the Contractor that all sections as outlined in this document, including any addenda items which are issued, shall be incorporated as part of the written and signed Contract Agreement with the Contractor.

2. EXCLUSIVE CONTRACT

It is the intent of the Village and the Contractor to enter this exclusive Contract, effective December 14, 2020 for a five (5) year period commencing on March 1, 2021 and ending on midnight February 28, 2026 for curbside collection of single-family refuse, recyclable materials, yard waste, electronics, for the drop off site collection of household light bulbs and batteries, and the performance of a semi-annual paint and recycling event. The Contract shall include all single-family, attached and detached units. The Contract shall not include multi-family, commercial, retail or office, business, industrial, and governmental jurisdictions other than the Village of Bloomingdale, Bloomingdale Library, Bloomingdale Fire Protection District and Bloomingdale Park District facilities. The Contract shall provide for the collection of refuse and recycling from public waste receptacles in Old Town Bloomingdale.

3. SCOPE OF WORK

The Contractor shall be responsible for performing all work as outlined in this contract herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables in strict accordance with this document.

4. FUTURE DEVELOPMENT/ANNEXATIONS

The Contractor shall service any land annexed to the Village of Bloomingdale 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.

5. COLLECTION SERVICE

The Village operates under a flat rate system for once a week, same day curbside collection of refuse, recycling and yard waste. E-waste is to be collected on a request during the first full collection week of each month (ex, with small electronic covered under the flat monthly rate. Refuse, recycling, and electronic collection services are provided on a year-round basis, and yard waste collection services are provided for an eight (8) month (April 1 – November 30) period.

Transitional “Grace” Period for Customers: The charge for yard waste collection is based upon the purchase of separate "Yard Waste" stickers. The stickers can be purchased by homeowners through the mail directly from the Contractor, at local businesses, and at the Village Hall. One sticker must be attached to each approved yard waste container placed at the curb for collection. During the first year of the contract, residents may utilize stickers purchased under the previous contract. The Contractor shall leave specific information for the customer about any changes to the program if their items are not set out in accordance with the new agreement provisions.

6. PROGRAM DESIGN

SINGLE FAMILY

Refuse & Recyclables: The method for collection of refuse and recyclables shall be curbside and based upon a monthly flat rate.

Yard Waste: The method of collection for yard waste shall be curbside and volume-based, commonly known as "pay-per-bag". In general, the term pay-per-bag is used to describe a sticker-based program as specified herein. A yard waste cart-based collection service is also available at a flat cost for the collection season as detailed in Section V and Appendix 1.

E-Waste: The method of collection for E-Waste shall be collected curbside upon customer request, one (1) collection day per month, with small electronics covered under the monthly flat rate, and larger electronic items subject to an additional fee, as detailed in Section VII and Appendix 1.

Household Batteries and Light Bulbs: The method of collection is drop-off at locations determined by the Village, as detailed in Section VIII.

Paint & Recycling Event: The method of collection is Bi-Annual Event using employees of the Contractor at a location to be determined by the Village, as detailed in Section IX.

Garage Door Service: Accounts held by a senior age 75+, or held by an individual with a severe physical disability who has difficulty bringing their refuse, recycling, electronic or yard waste to the curb, are eligible to receive solid waste collection from the front of their garage door, on a temporary or permanent basis upon request, after providing the contractor with evidence of age or limiting physical disability. Evidence of Permanent Disability can be accomplished by the Account holder providing by mail, fax or email, a copy of their Illinois Driver's License, along with a photo copy of their license plate, with a copy of the applicable vehicle registration. A temporary accommodation or unique situation will be reviewed on an individual basis with the Contractor.

7. DAYS OF COLLECTION

The Contractor shall provide at a minimum once a week, same-day refuse, yard waste, and recyclable collection service to all single-family (detached and attached), which currently receive curbside collection. Collection service for the entire Village shall be no more than three consecutive days on days that require Village approval. The Village will be divided into three collection routes; every Tuesday, Wednesday, and Thursday in accordance with the collection route approved by the Village, as detailed in Appendix 6.

8. HOURS OF COLLECTION

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

9. 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, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, and 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 a result of a holiday.

10. BILLING

The Contractor agrees to bill townhome homeowner associations at a reduced per unit rate in accordance with Appendix 1. The Contractor also agrees to directly bill townhome customers at the regular rate if not otherwise paid for by their Townhome Association.

Collection of Charges: The Contractor shall be solely responsible for customer billing and fee collection. Said billing shall be at a frequency of not less than four (4) times per year. The contractor shall provide both online payment and autopay bill payment options. The Contractor shall not look to the Village, but shall look solely to its customers, for the payment of its charges for collection and disposal.

Senior Citizen Discount Rate: The Contractor shall provide a separate Senior Citizen Discount Rate for the collection and disposal of refuse and recyclables, for all senior citizen account holders age 65 or older who have provided the contractor with proof of their age, (Illinois drivers license or ID card, mailed, faxed or emailed to the Contractor). The senior rate shall be discounted in accordance with the rates delineated in Appendix 1.

Central Billing Discount: The Contractor shall provide a 10% discount for each residential unit in a townhouse development where one bill is sent to an association for all units in the association, in accordance with the rates delineated in Appendix 1. Since a senior discount is already factored into the central billing discount, no additional senior discounts are provided under central billing.

Price Change: The cost of refuse, recycling, yard waste, bulk items, white goods, special pick-ups, E-waste, and Household Hazardous Waste collection shall be amended annually on March 1st of each contract year in accordance with the rates delineated in Appendix 1.

Termination of Collection: Where the Contractor intends to terminate collection service relative to a customer, the Contractor shall notify the customer in writing prior to the termination of the collection service, with a copy of said notice to the Village's Solid Waste Coordinator, of the proposed termination date and the reason for said termination.

Vacation Hold Service: The Contractor shall provide and administer a vacation hold service. In order qualify for vacation hold service an account must request the hold for a period of no less than four full weeks. To qualify, hold service weeks shall be consecutive. Hold service shall not be allowed for a period less than four weeks and partial weeks shall not be prorated or counted to achieve the minimum number of consecutive

weeks required. An account shall not be limited to the number of vacations holds or the duration of a vacation hold so long as it otherwise complies with this paragraph.

Refunds at Time of Cancellation: The Contractor shall provide all accounts that have a positive balance at the time of cancellation a refund of the prorated, unused portion of the balance.

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.

11. CUSTOMER SERVICE

The Contractor shall establish an online web portal for receipt of service requests and complaints 24/7, and also maintain a local office and telephone number for the receipt of service calls or complaints from the public, Monday through Friday from 8:00 a.m. to 5 p.m. during the term of the Contract. The customer service web portal and phone number shall be printed on all the Contractor's bills. The customer service line should provide human assistance to the caller within a reasonable waiting period. Complaints left during non-business hours via voicemail shall be responded to by the next business day.

The Contractor shall provide Village personnel with information concerning the Contractor's designated person(s) for the purpose of obtaining instructions, answering inquiries, and resolving complaints, such person(s) shall be available to discuss, and if necessary, meet with Village personnel to resolve problems.

A direct contact cell phone number shall be provided to the Village's Solid Waste Coordinator for "live" contract with the Contractor's municipal representative and street supervisor during regular business hours, or after regular business hours on an emergency basis. Any message left by the Village's Solid Waste Coordinator shall be returned within 2 hours of the following business day.

The Contractor shall provide a customer service web portal, with the address of said site printed on the refuse bills.

The Contractor shall provide customer service training for all of their customer contact personnel, including but not limited to telephone operators, customer service representative, and refuse haulers.

12. TAGGING OF NON-COMPLIANT ITEMS SET OUT AT CURB

The Contractor shall be required to provide a tagging system for all refuse, recyclables, yard waste and E-waste that is not collected. The tagging system must provide a simple explanation as to why the material(s) were not collected, along with the Contractor's phone number for follow-up customer questions. The Contractor shall submit, for approval by the Village, an example of the tagging system to be used.

13. MISSED PICK-UP

In the event that a regularly scheduled collection is missed and a complaint is received by either the Village or the Contractor, and where no fault can be found on the part of the customer, a special collection of the refuse, recycling or yard waste will be required of the Contractor within twenty-four (24) hours of notification.

If the Contractor fails to collect the customer's refuse, recycling or yard waste within the required twenty-four-(24) hour period, the customer's account shall be credited for one month of free refuse service.

If the Contractor fails to collect the customer's refuse, recycling or yard waste within 48 hours of notification, the Village will fine the Contractor \$50.00, plus an additional \$50.00 for each day thereafter during which the pick-up is not effectuated. The Village Administrator shall determine the assessment of penalties. The decision of the Village Administrator in the matter shall be binding unless appealed in writing to the President and Board of Trustees with seven (7) days after notice. The decision of the President and Board of Trustees shall be final.

14. MONTHLY REPORT OF COMPLAINTS/INQUIRIES/PENALTIES

The Contractor shall supply the Village by e-mail and on a monthly basis, with a listing of all the following:

- a. Complaints: A report of all complaints, the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint.
- b. Refuse: A report on the status of the refuse collection program, including an account of the total weight and cubic yardage of refuse collected each month and the disposition of same.
- c. Recycling: A report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the total weight and volume of recyclable materials collected and deposited at any and all material processing facilities, revenues

collected from the material processing facilities, and summaries of any problems encountered with program implementation.

- d. Yard Waste: A report on the status of the yard waste collection program, including the volume of yard waste collected and deposited at each yard waste processing facility, and summaries of problems encountered with program implementation.
- e. Alternate Services: A report on the status of the E-Waste and/or Household Hazardous Waste collection program(s), including the volume of waste collected and the processing facility, along with a summary of problems encountered with program implementation.

15. EMPLOYEE CONDUCT/QUALITY OF PERFORMANCE

The Contractor shall undertake 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 collect from all refuse and recycling bins that have been placed at the curbside for collection and return all emptied bins upside-down at the curb to prevent the bins from blowing about and/or collecting rainwater.

The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any controlled substance by its drivers and crewmembers while on duty or in the course of performing their duties under the Contract.

All employees shall wear a work uniform that clearly indicates the employee is employed by the Contractor and 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.

If the Village determines that any of the Contractor's employees is unfit or unsuitable to perform the services under this Contract as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon the Village's written request, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

16. VEHICLES

The Contractor, at the request of the Village, shall furnish a complete list of the vehicles used in the execution of the Contract. 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 Village reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the Contract.

17. PUBLIC AWARENESS

The Contractor shall develop and maintain a Public Awareness Program to inform Bloomingdale residents of all aspects of service included in the Residential Solid Waste Contract. The Public Awareness Program shall include at a minimum, the development of a webpage, and informational brochure provided at no cost to the Village, to be distributed to all program participants with the new carts, and to be redistributed to new residents as necessary thereafter. The Contractor shall prepare and distribute updated brochures following any significant service change, and shall also supply sufficient additional copies of the informational brochure to the Village for distribution to new residents for the duration of this Contract. The Contractor and the Village shall mutually agree upon the contents of the information brochure.

The Contractor shall prepare articles for the Village Facebook, weekly E-news, water bill distributions and in the bi-monthly newsletter once every six (6) months or at the discretion of the Village Solid Waste Coordinator for the purpose of reinforcing the existing program or explaining upcoming changes in the collection program. In addition, the Contractor will prepare and publish media releases to inform residents of changes in service days or other service issues.

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.

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 Contractor agrees to enhance efforts in the area of educating the public on how to prepare and set out recyclables to minimize floating debris in our community.

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

18. CHANGE IN SERVICE

If the Village should wish to change the type of service provided 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 day 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.

19. ABILITY TO EXTEND CONTRACT EXTENSION

Upon mutual written consent of both the Village and the Contractor, this Contract may be extended beyond its term provided the agreement for the extension is made at least three (3) months prior to the expiration date of this Contract. All amendments and changes to the Contract shall be made in writing and shall be agreed upon by both the Village and the Contractor. In the event of such an extension, the Contractor shall continue to provide proof of insurance and bond as set forth in paragraph 23 and 25 below.

20. CONTRACTOR TRANSITION

Should the Village select a different hauler at the expiration of the Contract, the Contractor shall agree to provide a listing of all billing names and addresses, including type of service regular or senior discount, and further agrees to refund to all customers the full purchase price of any yard waste disposal sticker returned to the Contractor within thirty (30) days after such Contract expiration. The Contractor shall reimburse retailers as appropriate for returned or unsold yard waste disposal stickers within thirty (30) days from the expiration date.

21. 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 one million dollars (\$1,000,000) per occurrence
- Business Automobile Liability Insurance, with limits of not less than five million dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage.
- Environmental Impairment/Pollution Liability Insurance of not less than one million (\$1,000,000) combined single limit per occurrence.
- Comprehensive General Liability Insurance with limits of not less than ten million dollars (\$10,000,000) combined single limit per occurrence for bodily injury, and property damage, and five million dollars (\$5,000,000) per occurrence for personal injury. The minimum General Aggregate shall be no less than ten million dollars (\$10,000,000).

The Contractor shall include the Village, its officers, employees, and agents as additional insured on any of the foregoing policies (except Workers' Compensation). The Contractor shall also furnish to the Village, a Certificate of Insurance attesting to the respective insurance coverage for each year during of the Contract.

The Village shall receive written notice of cancellation or reduction in coverage from the Contractor on any insurance policy within thirty (30) days prior to the effective date of cancellation or reduction. To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance.

As an additional insured, the Village will be protected to the same extent as the Contractor without limitation or qualification to the extent of Contractor's indemnification and contractual liability coverages required herein. All insurance or self-insurance coverage provided by the Contractor and evidenced on the certificate is primary and non-contributory to any other insurance that is afforded by the Village of Bloomingdale. As such, any other insurance or self-insurance the Village has retained shall be on an excess or contingent basis as respects the contractual obligations of the Contractor and as regards to the insurance required of the Contractor under this agreement.

There shall be no future endorsement or modification of Contractor's comprehensive general liability insurance evidenced on the certificate which limits the scope of coverage arising from pollution.

The Contractor shall provide contractual liability coverage which shall at a minimum, indemnify and hold harmless the Village and its officer, officials, employees and agents from and against all claims, damages, losses and expenses including, but not limited to legal fees (attorney and paralegal fees and court costs), arising out of or resulting from Contractor's

performance under this contract, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to destruction of tangible property, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful, negligent act or omission of the Contractor, any of their subcontractors, agents, employees or any one else directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right to indemnity, which would otherwise exist in favor of the Village. The indemnification obligation of this paragraph further shall not be limited by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor, its subcontractors, or anyone else for whom they may be directly or indirectly liable under any Worker's or Workman's Compensation Acts, Disability Acts or any other Employee Benefit Act.

All insurance or self-insurance required to be obtained by the Contractor pursuant to this agreement and evidenced by the Contractor on the certificate shall provide that any failure to comply with any reporting provisions of any evidenced coverage shall not affect coverage provided to the Village, its officers, directors, employees or agents.

Under no circumstances shall the Village be deemed to have waived any of the coverage requirements of the Agreement by (1) allowing the Contractor to undertake any action under this contract before receipt of any certificates of coverage or additional insured endorsements; (2) by failing to review any certificates or documents received; or (3) by failing to advise the Contractor that any-certificate or additional insured endorsement fails to contain all the required insurance provision or is otherwise deficient in any manner. The Contractor agrees that the obligation to provide the insurance and/or self-insurance required by these documents are solely its responsibility and that its obligations cannot be waived by any act or omission of the Village.

Nothing contained in this contract is to be construed as limiting the liability of the Contractor. The Village does not, in any way represent that the coverages or limits of insurance specified are sufficient to adequately protect the Village or the Contractor, are not merely minimums. The obligations of the Contractor to purchase insurance or obtain self-insured coverage shall not, in any way, limit its obligations to the Village in the event the Village should suffer an injury or loss in excess of the amount recoverable or any loss or portion of a loss which is not covered by Contractor's insurance or self-insurance coverages.

In order to protect the Village, the Contractor shall require all its subcontractors to purchase insurance protecting the owner that is equal to the coverages required herein by the Contractor.

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance.

22. 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, on account of:

- The negligence of the Contractor, its employees, agents, or assigns
- Any assertion of claim under the Illinois Workers' Compensation Act of similar acts made by persons furnished by the Contractor or subcontractor
- Any action in law or equity resulting from the negligence or willful misconduct of Contractor brought by any party under Federal or State law in an effort to set aside the Contract.
- Any action or claim for damages resulting from Contractor's improper disposal of waste related to this Agreement"

The Contractor shall further indemnify, defend, save, and hold harmless the Village, its officers and employees, from any and all claims or causes of action, including reasonable attorney's fees and expenses, whether in contract or tort or arising out of a violation of any Federal, State, or local law as a result of an act or failure to act by the Contractor, its employees, agents or subcontractors.

This indemnification obligation of Section 22 shall survive the duration of this Agreement.

23. PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT

The Contractor shall furnish an acceptable Performance Bond or an Irrevocable Letter of Credit not later than ten (10) working days following the execution of the Contract, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the amount of six hundred thousand dollars (\$600,000.00) from a reputable banking institution to guarantee the faithful performance of the Contract. The Performance Bond or 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 prior to the Village's execution of the Contract.

24. COMPLIANCE WITH LAWS

The Contractor shall covenant and agree to comply at all times with all laws, ordinances, and regulations of the Village of Bloomingdale, the County of DuPage, the State of Illinois, and the United States, in the performance of Service under the Agreement, including, but not limited to environmental laws and regulations.

25. ADHERENCE TO SCHEDULE

The Contractor shall carefully adhere to the Schedule as detailed in Sections 7, 8, 9 and Appendix 6. 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. 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 solid waste as outlined in the contract 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.

26. NOTICE OF DEFAULT REQUIRED

If at any time during the course of the Contract the Contractor shall collect waste from any Residential part of the Village on a day other than the scheduled day (except in case of the holidays specified above) 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.

27. 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, workmen's compensation, unemployment insurance, and any other tax which may be chargeable against labor, material, equipment, or real estate.

28. 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:

- 1) Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.
- 2) 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.

29. 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.

The Contractor at all times shall maintain access to disposal facilities approved by 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.

30. 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.

31. CONTINGENCY

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

32. 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 of Contractor's employees' unemployment, social security, and other payroll tax payments required by law or union Contract.

33. PREVAILING WAGE RATES

The Contractor shall comply, if applicable, with the Illinois Prevailing Wage Act (820 ILCS 130/0.01, et. seq.) for public works projects as administered by the State of Illinois Department of Labor, in accordance with Appendix 4 and incorporated herein.

34. 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.

35. NOTIFICATION

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

Village of Bloomingdale
Assistant Village Administrator
201 S. Bloomingdale Road
Bloomingdale, IL 60108

36. FORCE MAJEURE EVENT

In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of any event (hereinafter referred to as a "Force Majeure Event") which is unavoidable and beyond the control of the defaulting party, including, but not restricted to, a labor stoppage, strike action or unrest, a judicial or governmental decree, regulation or other direction not the fault of the party who has been affected, the threat or initiation of any legal action, communication line failure, power failure, terrorist act and any natural disaster or Act of God, the party who has been so affected shall immediately give notice to the other party and shall do everything reasonably possible to resume performance. If the period of non-performance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party who has not been so affected may, by giving written notice, terminate this Agreement. The collection or disposal of any increased volume resulting from a Force Majeure Event, shall not be included as part of the Contractor's service under this Agreement. If a

Force Majeure Event occurs, the Contractor and the Village shall negotiate variances in routes and schedules, as deemed necessary, and extra payment to be made to the Contractor.

37. TERMINATION

The Village reserves the right to terminate this Contract upon failure of the Contractor to perform the work as specified, to the satisfaction of the Village. If in the sole judgment of the Village the Contractor has not corrected their performance to comply with the Contract, the Village shall notify the Contractor and the Contractor's Surety in writing that the Contract shall be terminated in 7 days unless the Contractor corrects the non-performance to the satisfaction of the Village. The Village reserves all rights and legal remedies including the right to call upon the performance bond submitted by the Contractor. The remedies used by the Village are cumulative and not exclusive. No waiver by the Village of a default of the Contractor under this Contract shall be construed as a waiver by the Village of any subsequent default or failure to perform. The Village may also terminate this Agreement for convenience with ninety (90) days written notice to the Contractor.

38. INCIDENTAL OR CONSEQUENTIAL ACTION

In no event shall either of the parties hereto be liable to the other for payment of any incidental or consequential damages resulting from the default in the performance of their respective obligations under this Agreement. However, the provisions of this Article shall not apply in any way to the successful contractor's obligation to indemnify the Village and any indemnified Party pursuant to Section 22 hereof.

39. APPLICABLE LAW: LEGAL PROCEEDINGS

This Agreement shall be governed by the laws of the State of Illinois, including (notwithstanding the fact that this Agreement involves the purchase of services) all rules and remedies set forth under the State of Illinois' Uniform Commercial Code, except to the extent that the provisions of this Agreement are clearly inconsistent therewith. The parties further agree that any legal proceedings arising out of or relating to this Agreement shall be conducted in the State of Illinois.

40. COUNTERPARTS: HEADINGS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The section headings contained herein are for convenience of reference only and shall not control the interpretation of any term or condition hereof.

41. SEVERABILITY

Any invalidity, in whole or in part, or any provision of this Agreement shall not affect the validity of any other of its provisions.

42. CUMULATION OF REMEDIES

All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

43. WAIVER

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether a consent to or waiver of, or excuse for any different or subsequent breach.

44. NO STRIKE

The Contractor shall not be relieved of its obligation to perform services in a timely and complete manner under this Agreement as a result of a strike, work stoppage, work slowdown, sympathy strike, or other job action of Contractor's employees or the employees of any other entity. In the event that a strike, work stoppage, work slowdown, sympathy strike, or other job action interferes with Contractors' ability to perform services in a timely and complete manner, Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and/or subcontractors to perform such services. In the event that Contractor is unable to perform its obligations under this paragraph, the Village may at its sole option and without waiving any other rights for breach, secure alternate services from another Company and charge to Contractor the costs of those services, less any cost savings occasioned by not paying Contractor's normal fees.

45. CHANGE IN LAW

The Contractor shall immediately notify the Village of any change in conditions or change in federal, state or local law, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Contract. "Change of Law" shall mean, but not be limited to, any significant change in the county, state or federal laws, ordinances or interpretations thereof by the government agency charged with the enforcement thereof that has significant impact on the residential and municipal/public waste removal (including recycling, yard waste, E-Waste, bulbs, batteries, and paint) in the Village.

In the event of a Change of Law, the Contractor shall provide a detailed written notice to the Village of the Change of Law, the manner in which the Change of Law affects the costs of services, the magnitude of the effect of the Change of Law on the cost of services, and the Contractor's 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 of Law and to determine what change, if any, is necessary and appropriate to the rates and charges in this Contract and the timing and method of implementing any such change. The Village may request any documentation necessary from the Contractor to assist with the analysis of the Change of Law impact.

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

46. REMEDIES AND PENALTIES

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 as such one or more of the following remedies as it may elect:

- a. In the event of Contractor's failure to collect, remove and properly dispose of the solid waste in accordance with the time periods set forth herein for more than 3 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 performance bond submitted with Contractor's proposal in response to the Village's Request for Proposals.
- b. 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, stating 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. If the Contractor fails to cure its Default within 15 days after such notice, the Contractor's rights under the Contract shall cease 30 days after such notice.

SECTION II **DEFINITIONS**

A. Definitions

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

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

Batteries: A battery used in a household, including CFL, HID, and LED batteries.

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, bookcases, mattresses and box springs, other large household furniture, and large appliances not containing CFC's (chlorofluorocarbons), switches containing mercury, and PCB's (polychlorinated biphenyls). "White goods" exceeding fifty (50) pounds in total weight also fit into this category.

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

Commercial: All industrial, institutional, commercial and multi-family units receiving refuse and recycling services utilizing a centralized container.

Compostable Items: Items accepted in the Yard & Organic Waste Carts: paper napkins, plate and towels, pizza boxes, food contaminated papers (e.g.: fast-food paper bags), paper milk cartons, tea bags, coffee filters.

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

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 used for the collection of refuse, yard waste, and recycling containers.

E-Waste: E-Waste shall mean any item defined as a “covered electronic device” by 415 ILCS 150, the Electronic Products Recycling and Reuse Act. E-Recyclables shall include, but not be limited to, computers, computer monitors, televisions, printers, keyboards, fax machines, videocassette recorders, portable digital music players, digital video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, or small –scale servers.

Excluded Waste: The Hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state, or local laws or regulations.

Food Scraps: Food items approved for Yard & Organic Waste disposal

Garage Door Service: Collection of solid waste material from the front of the drive adjacent to the customer’s garage door.

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) #2 Blow Molded Containers: Plastic milk and water jugs, laundry detergent, shampoo, personal care, and other similar blow molded containers used inside the home.

Other High-Density Polyethylene (HDPE) #2 Containers: Margarine tubs, baby wipe containers, and other similar 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 refuse, inorganic and incombustible household waste (i.e. cans, metal ware, 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, mailing tubes and other similar correspondences.

LDPE (#4): Low-density polyethylene.

Light Bulbs: Light bulbs used in a residence, including incandescent, halogen and florescent light bulbs.

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#1) Blow Molded Containers: Soft drink, liquor, personal care, and other similar blow molded containers used inside the home.

Other Polyethylene Terephthalate (PET#1) Containers: Plastic plates, trays, cups, and other similar ejection molded containers used inside the home.

Polypropylene (PP#5): Yogurt, cottage cheese and sour cream tubs, syrup bottles, etc.

Polyvinyl/Chloride (PVC #3): Health and beauty aid bottles.

Refuse: All discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms "garbage", "refuse", "rubbish", and

“waste” shall be synonymous unless otherwise more specifically defined (for example: “yard-waste”).

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 can 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.

Cart: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated mechanism for collection. All carts must be approved by and/or supplied by the Contractor.

Bundle: Any material allowed under the definition of Refuse. A bundle of material shall be tied a not exceed eighteen (18) inches in diameter and fifty (50) pounds in weight. No item contained within each bundle shall exceed two (2) inches in diameter.

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.

Residential: All single-family, townhome and multi-family accounts receiving curbside collection services.

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

Solid Waste: Includes all waste covered by the contract, to include but not limited to Refuse, Recycling, Yard & Organic Waste, Bulk Items, White Goods, Electronics and Household Hazardous Waste.

Solid Waste Coordinator: The Assistant Village Administrator is the Village’s Solid Waste Coordinator, and is responsible for enforcing provisions of this Solid Waste Contract.

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 large appliance that contains CFC or HCFC refrigerant gas, capacitors containing PCBs, 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 & Organic Waste: Food Scraps, and Hard and Soft landscape materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens.

Yard & Organic Waste Containers: Yard waste containers shall include:

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.

Bundle: 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 bundle not to exceed eighteen (18) inches.

Yard & Organic Waste Cart: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated mechanism for collection. All carts must be approved by and/or supplied by the Contractor.

SECTION III
REFUSE COLLECTION SPECIFICATIONS

1. 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 Contractor shall provide each detached single-family customer with a 95-gallon refuse cart, and each attached single-family customer with a 65-gallon refuse cart, by no later than March 1, 2021. The customer may request to replace said cart with a 35-gallon, 65-gallon, or 95-gallon cart in advance of delivery by notifying the Contractor by telephone or email by **no later than, February, 1 2021, or after 2-weeks have passed from delivery within 90 days of delivery of the said cart** by submitting a request to the Contractor by telephone or email. . Customers utilizing a 95-gallon refuse cart may rent an additional refuse cart for an additional monthly charge, in accordance with the rates set forth in Appendix 1.

2. COLLECTION STANDARDS

The Contractor shall agree to provide at a minimum once a week curbside refuse collection service. The Contractor is required to empty refuse containers as part of basic pick-up service.

Refuse Receptacles: The Contractor will provide, at its own expense, the use of a 35, 65- or 95-gallon refuse cart (receptacle with a lid and wheels) for each customer no later than March 1, 2021. The cart will remain the property of the Contractor and the Contractor will be responsible for replacement of carts that become worn or damaged through normal usage. Carts that are recorded as stolen will also be replaced at no charge following the customer filing a police report. Residents shall have the option of renting additional waste carts at a cost per-month, per cart fee as established by the Contractor.

Only after the refuse cart has been fully utilized may the customer be permitted to put out up to one (1)two (2) cubic yard, (about the equivalent of ten (10) normal refuse container) for collection, in accordance with the applicable bulk item and white goods restrictions and pricing. This material must be properly contained in metal or plastic cans (equipped with a lid and handles) or bags, and is not to exceed fifty (50) pounds in weight per can or bag, and must have a sticker attached.. Refuse too large to be containerized not exceeding fifty (50) pounds shall be collected by the Contractor if it is stacked

Bulk Items and White Goods are subject to additional restrictions as noted in No. 5 and No. 6. Any refuse item too large to fit into an approved refuse container and exceeds (50) pounds in weight is considered a Bulk Item. Any appliance that contains CFC or HCFC refrigerant gas, capacitors

containing PCBs, mercury switches, or other hazardous components is considered a White Good.

3. REFUSE CART REPLACEMENT

The Contractor shall purchase and maintain a reasonable supply of 35-gallon, 65-gallon and 95-gallon refuse carts, to swap-out desired cart size changes during the first 90 days, and to replace carts at no cost that are stolen or become worn or damaged through normal usage.

4. IMPROPERLY PREPARED REFUSE

The Contractor shall provide a tagging system for Refuse that is not collected. The tagging system shall provide a simple explanation as to why the Refuse materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, materials not accepted in program, or some combination thereof. Refuse materials that are rejected shall be returned to the point of collection and shall not be left on the street.

5. BULK MATERIALS

The Contractor shall provide collection services, at no additional cost, for items that are too large to fit into an approved refuse container. Examples shall include, but not limited to: crates, barrels, small chairs, sofas, tables, box springs, carpet and padding, small amounts of construction debris, and large appliances which do not contain CFC or HCFC refrigerant gases, PCB containing capacitors, mercury switches, or other hazardous components. Electronic items including televisions and computers are banned from landfills and do not qualify as bulk materials.

6. WHITE GOODS

The Contractor shall provide collection services, at no additional cost, for white goods.

"Effective July 1, 1994, no person shall knowingly offer for collection or collect white goods for the purpose of disposal at a landfill unless the white good components have been removed".

White good components include: 1) any chlorofluorocarbon (CFC) refrigerant gas; 2) any electrical switch containing mercury; and 3) any device that contains or may contain polychlorinated biphenyl (PCBs) in a closed system, such as a dielectric fluid for the capacitor, ballast, or other component.

The 1990 Amendments to the Federal Clean Air Act, Section 608 (c)(1), states, "Effective July 1, 1992, individuals are prohibited from knowingly venting freon or chlorofluorocarbon (CFC) and hydro chlorofluorocarbon (HCFC) refrigerant gases into the atmosphere while maintaining, services, repairing, or disposing of air conditioning or refrigeration equipment".

The Contractor shall have a plan for the separate collection and proper recycling/disposal of white goods collected in compliance with all State and Federal legislation. The cost of collection and disposal of white goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be included in the monthly flat rate.

7. SPECIAL PICKUPS

The Contractor shall offer a special curbside collection service or other services as described below (hereinafter "Special Service Collection") for large quantities of acceptable waste agreed upon by the Contractor and the Village. Such Special Service Collection shall be by advance arrangement with the Contractor at the customer's request. The minimum charge for a special pickup shall be no less than three (3) cubic yards, as listed in Appendix B. The following standards shall apply to Special Service Collection:

The Contractor shall advise the customer directly of the terms of such collection: 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 other relevant factors.

The Contractor shall also, at the request of the Village, collect quantities of Acceptable Waste left at the curb without proper preparation in unusual circumstances, i.e., evictions, "skip-outs," or emergencies, 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 in excess of two (2) cubic yards of construction and demolition debris that cannot be easily picked up at the curbside. The terms of, as well as charges and payment for this Special Service Collection shall be arranged solely between the Contractor and the resident.

Contractor shall provide Special Service Collection for materials not required for collection under this Agreement; provided, however, that in no event shall Contractor be required to collect Excluded Waste. Service shall be provided within seven (7) days after receipt of a "special pick-up" service request.

8. CONSTRUCTION MATERIAL

The Contractor will pick up small amounts of construction material that is in proper containers, weighing less than fifty (50) pounds or bundled into four (4) foot bundles not exceeding the fifty (50) pounds, and secured on both sides. This debris from small remodeling projects cannot exceed two (2) cubic yards, about the equivalent of ten (10) normal refuse containers. This material will be picked up at no additional charge to the customer.

In the event that construction materials exceed the above-mentioned specifications, the Contractor shall pickup material up to the acceptable amounts and provide the customer a notification tag on the remaining excess material describing the reason for no pickup.

9. CHRISTMAS TREE COLLECTION

The Contractor shall provide a special collection for Christmas trees for a three (3) week period following the Christmas holiday, the exact dates to be mutually determined by the Contractor and the Village. Any tree set out after that time will require three (3) yard waste stickers. The Contractor agrees to perform this once a year service at no charge to either the Village or Bloomingdale residents.

10. REFUSE SERVICES FOR VILLAGE SPONSORED EVENTS

The Contractor shall provide, at no cost to the Village, refuse and recycling containers and collection services for Village sponsored community events including but not limited to Memorial Day Remembrance, Fireworks Display (July), "Septemberfest", Old Town Brew & BBQ (October) and Holiday Lights/Kris Kringle Market, in addition to providing complimentary portable restrooms and hand wash stations for said events.

11. REFUSE SERVICES FOR MUNICIPAL PROPERTIES

The Contractor shall provide, at no cost to the Village, a minimum of twice per week, and as required by the Village, refuse, yard waste and recycling containers and collection, as well as special pick-ups upon request of the Village, as set forth in Appendix 3

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. The dumpsters shall be lockable. The number of roll-off container loads provided by the Contractor in any contract year is limited to forty (40) loads.

The Contractor shall agree to enter into a separate agreement with the Bloomingdale Golf Club for the use of portable restrooms and hand washing stations during the Bloomingdale Golf Season.

12. DISPOSAL OF RESIDENTIAL REFUSE

All solid waste collected and not recycled must be disposed of at a fully licensed and permitted pollution control facility that complies with all state and federal regulations. Upon request from the Village, Contractor shall provide proof of proper disposal. Should Village find that the pollution control facility does not comply with all necessary state and federal regulations, the Contractor shall redirect all solid waste to an acceptable disposal site, in accordance with the terms of this contract.

Title to Refuse, Solid Waste and Recyclable Materials shall pass to Contractor when it is loaded into Contractor's truck or delivered to Contractor's facility, as appropriate. Title to and liability for Unacceptable Waste or Hazardous Waste shall not pass to Contractor and shall remain with the generator.

13. MONTHLY REPORT

The Contractor shall prepare and submit to the Village a monthly refuse report, due by the 15th day of the following month. The report shall include the following information:

- Total weight in tons of refuse collected each month;
- Name and location of the landfill facility used by Contractor; and

SECTION IV
RECYCLING COLLECTION SPECIFICATIONS

1. PROGRAM DESIGN

The recyclable collection service shall use the curbside cart method, in a single-stream recycling process. Participation in the program, by Village residents, shall remain voluntary. The cost of the curbside refuse recycling program shall be built into the flat rate cost for the collection for and recycling, as itemized on the enclosed price quotation sheet (Appendix 1), with no additional charges to either the Village or resident for curbside recycling service. The Contractor shall provide each customer with a 65-gallon recycling cart, by no later than March 1, 2021.

The customer may request to replace said cart with a 35-gallon cart or a 95-gallon cart by notifying the contractor pre-delivery by telephone or email by **no later than, February, 1 2021, or after 2-weeks have passed from delivery within 90 days of delivery of the said cart** by submitting a request to the Contractor by telephone or email. Customers utilizing a 95-gallon recycling cart may request an additional recycling cart at no additional cost to accommodate their recycling needs.

2. MINIMUM RECYCLABLE MATERIALS TO BE COLLECTED

The Contractor shall collect, at the minimum, all recyclables that are accepted at any Resource Management Processing Facility. A list of acceptable recyclable material is provided for in Appendix 2:

3. METHODS OF PREPARATION AND COLLECTION

The Contractor shall specify for approval by the Village, the method in which the recyclables are to be prepared and sorted for collection by the household. The contractor shall provide a single-stream recycling collection process, whereby acceptable recyclable materials may be commingled within the same recycling cart; no sorting of recyclables is required. Preparation requirements shall include, but not be limited to, rinsing, removing labels, flattening, removing caps and lids, and the like.

4. COLLECTION STANDARDS

There shall be no limit to the quantity by volume or weight of recyclables that a household may place at the curbside for collection, provided the recycling cart is fully utilized, and the recyclables are properly contained and clearly marked for recycling collection. Residents have the right to request a larger recycling cart at no additional cost (after the initial 90-day period) or rent additional recycling carts. The Contractor shall collect from all recycling carts that have been placed at the curbside for collection.

The Contractor shall be required to provide a tagging system for recyclables that are not collected. The tagging system must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants; improper preparation; materials not accepted in program; refuse and/or yard waste mixed with recyclables; or some combination thereof. The Contractor shall submit for approval by the Village, an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the cart and not be left on the street or parkway areas.

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

5. RECYCLING CART REPLACEMENT

The Contractor shall purchase and maintain a reasonable supply of 35-gallon, 65-gallon and 95-gallon recycling carts. Broken or stolen recycling carts shall be replaced by the contractor at no cost to the customers in exchange for the damaged cart (if applicable).

6. COMPENSATION FOR RECYCLABLES

All revenue received from the sale of recyclables shall be the property of the Contractor.

7. IN-HOUSE RECYCLING PROGRAM

The Contractor shall provide, at no cost to the Village a comprehensive recycling program for the government facilities set forth in Appendix w

The Village reserves the right to include additional government 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.

The Contractor shall provide a sufficient quantity of centralized containers, i.e. wheeled toters, lidded dumpsters, etc., throughout all of the municipal facilities from which recycling services shall be provided. The Contractor shall collect and recycle at a minimum of once per week.

8. RECYCLING SERVICES FOR VILLAGE SPONSORED EVENTS

The Contractor shall provide, at no cost to the Village, recycling collection service for Village sponsored community events including but not limited to Memorial Day, Fireworks Display, Septemberfest, CHARACTER COUNTS!

Celebration Night, Old Town Brew & BBQ, and Holiday Lights/Kris Kringle Market.

The Contractor shall have representatives available to participate in community sponsored events promoting environmental awareness. Required participation, at a minimum, will include representation presentation during Recycling Awareness Week.

9. PROCESSING OF RECYCLABLE MATERIALS

All recyclable material collected must be delivered to and processed by a fully licensed and permitted processing facility that complies with all state and federal regulations. Upon request from the Village, Contractor shall provide proof of proper disposal. Should Village find that the processing facility does not comply with all necessary state and federal regulations, the Contractor shall redirect all solid waste to an acceptable disposal site, in accordance in accordance with the terms of this contract.

The Village reserves the right to approve the location of the recyclable material processing facility the Contractor intends to use for the separation and processing of recyclable materials collected at the curbside

In the event that an alternative site is preferred by the Village, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the Village and the Contractor prior to its use.

10. MONTHLY REPORT

The Contractor shall prepare and submit to the Village a monthly recycling report, due by the 15th day of the following month. The report shall include the following information:

- Total weight, in tons, of recyclable materials collected; and
- Name and location of processing facility used by Contractor

SECTION V
YARD & ORGANIC WASTE COLLECTION SPECIFICATIONS

1. PROGRAM DESIGN

The yard and organic waste collection service shall be offered one time per week from April 1 through November 30 during the term of the Contract. This service shall be provided on the same day as the refuse pick up. 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 November ending date and shall notify the Contractor of such change by November 15 of each calendar year.

2. COLLECTION STANDARDS

- A. **Collection Options:** There are two (2) options for the weekly curbside collection of Yard & Organic waste can be collected in two (2) ways:

Yard & Organic Waste Cart Subscription: Customers may subscribe with the Contractor for a weekly yard and organic waste cart collection service during the collection service season. Cart sizes and prices are as presented in Appendix 1.

Yard Waste& Organic Waste Sticker: Purchase and use of a yard waste sticker affixed to an acceptable yard and organic waste container not weighing more than 50 lbs. Each container must be properly stickered, which shall mean that it has a pre-paid yard waste sticker exclusively supplied by the Contractor securely and visibly affixed thereto. There shall be no limit on the number of containers placed out for collection by a given household, provided all containers and bundles are identified with the appropriate yard waste stickers.

- B. **Yard & Organic Waste Containers Acceptable for Use with a Sticker**

- Biodegradable Kraft paper bags weighing no more than 50 pounds, with sticker attached.
- Brush can be set out in bundles no longer than 4 feet in lengths and weighing no more than 50 pounds, with the largest branch no more than 4 inches in diameter, with a sticker attached.
- Clearly marked container with sticker attached, weighing no more than 50 lbs.

- C. **Yard & Organic Waste Accepted:**

Hard and Soft Landscape Waste, soft landscape waste and other similar organic waste materials accumulated as the result of the

cultivation and maintenance of lawns, shrubbery, vines, trees and gardens.

Food Scraps: Fruits, Vegetables, Rice, Beans, Pasta, Bread, Baked Goods, Grains, Eggshells, Coffee Grounds and Tea Leaves.

D. Yard & Organic Waste Not Accepted:

Other Compostable Items: Napkins, Paper towels, Paper plates, Pizza boxes, Food-contaminated paper (Example: fast-food paper bags), Paper milk cartons, Tea bags, Coffee filters

Grease, Cooking oil, Stickers on produce, Any sort of plastic, Polystyrene, Bottles, Cans, Aluminum foil, Liquids, Hazardous waste, Cleaning supplies, Rags, Wooden tools, Diapers or pet litter.

Sod, dirt, Christmas trees, and greenery from wreathes and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

Plastic bags cannot be accepted!

3. YARD WASTE STICKERS

Homeowners may purchase yard waste stickers from the Contractor by mail, at the Village Hall, or local participating retailers at the rates presented in Appendix 1.

The Contractor shall be responsible for printing, distribution, and sale of yard waste stickers that should be designed to be 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 the grocery and hardware stores located in and adjacent to Bloomingdale 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 stickers.

The Contractor shall provide yard waste stickers on consignment to local retailers and shall not charge retailers for the storage, handling, mail, or in person delivery of such stickers. The Contractors shall also offer stickers for sale to Bloomingdale residents through mail order and shall include handling and mailing costs in the total cost of 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. Bloomingdale residents may request the mail order of stickers by phone. The Contractor may sell tickets 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.

4. STICKER DESIGN AND CONSTRUCTION

The Village reserves the right to approve or disapprove 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 disposal stickers shall contain the Village of Bloomingdale logo and shall be clearly labeled for its intended collection purpose.

5. STICKER PRICE CHANGE

Yard waste disposal sticker prices shall be changed on an annual basis only in accordance with Appendix 1. The Contractor, the Village, and local retailers shall begin selling stickers at the new price effective on March 1st of each contract year. The Contractor shall honor the use of old yard waste disposal stickers for an unlimited time after the new sticker price has been instituted, at no additional charge to either the Village or the homeowner.

6. IMPROPERLY PREPARED YARD & ORGANIC WASTE

The Contractor shall be required to provide a tagging system for any yard and organic waste 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, wrong sticker attached; no yard waste disposal sticker; use of plastic bags of any kind; branches not bundled; bundles are in excess of four (4) foot length requirement; and the like. The Contractor shall submit, for approval by the Village, with this bid an example of the tagging system to be used.

7. YARD WASTE SERVICES FOR MUNICIPAL PROPERTIES

The Contractor shall provide, at no cost to the Village, collection of yard waste at the Public Works Facility, Bloomingdale Golf Course, and Springfield Park Maintenance Building In accordance with Appendix 3. The Village reserves the right to determine additional number, type, and location of the dumpster(s) that shall be utilized in the yard waste collection. The dumpster(s) shall be lockable.

8. DISPOSAL OF RESIDENTIAL YARD WASTE

All yard and organic waste collected must be disposed of at a fully licensed and permitted facility that complies with all state and federal regulations.

Upon request from the Village, Contractor shall provide proof of proper disposal. Should Village find that the processing facility does not comply with all necessary state and federal regulations, the Contractor shall redirect all solid waste to an acceptable disposal site, in accordance with the terms of this contract.

The Village reserves the right to approve the composting facility the Contractor intends to use for the disposal of yard waste at the curbside.

In the event that the Village prefers an alternative site, the Contractor shall use the alternative site location provided that any changes in the costs of disposal created by the use of such site will be negotiated between the Village and the Contractor prior to its use.

9. MONTHLY REPORT

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

- Total volume, in tons, of yard waste collected;
- Name and location of compost facility used by Contractor;
- Number of stickers sold.

SECTION VI
DISPOSAL OF SCREENINGS FROM WATER RECLAMATION FACILITY

1. PROGRAM DESIGN

The Contractor shall provide a sufficient number of dumpsters for the collection and disposal of screenings currently at the Village of Bloomingdale's Water Reclamation Facility, at 299 Glen Ellyn Road, in accordance with Appendix 3. Materials consist primarily of paper, wood, rags, plastic, and leaves. Screenings are not packaged. The Village does not currently have any industry, which would generate significant amounts of hazardous substances. Screenings are primarily domestic in nature.

2. COLLECTION STANDARDS

The Contractor shall provide free daily weekday pick-up services between the hours of 7 a.m., and 2 p.m. and additional pick-ups as requested by the Village. The Contractor shall provide a sufficient number of dumpsters for the storage of screenings at the Water Reclamation Facility. At a minimum, the Contractor shall provide seven (7) dumpsters of two- (2) cubic yard capacity on wheels. The dumpsters shall have draining capacity.

3. SPECIAL OR HAZARDOUS WASTE

Should State or Federal law classify the waste material from the Water Reclamation Facility as special or hazardous waste, the Contractor and the Village agree to negotiate in good faith a price for the disposal of said waste material, terms and conditions for the acceptance of such waste (including, but not limited to, waste profile sheet, representations regarding such waste, and rights of refusal), and this material would no longer be collected and disposed at no charge.

SECTION VII
E-WASTE COLLECTION SPECIFICATIONS

1. PROGRAM DESIGN

E-waste collection service shall be collected curbside on-request for single family residential customers on the first collection day that lands during the first full collection week of the month (Tuesday, Wednesday and Thursday all in same week). The cost of collection for small E-waste described in 2.a below shall be included in the flat monthly rate for the collection for refuse and recycling. The cost for collecting Televisions and Computer monitors shall be as set forth Appendix 1.

2. E-WASTE MATERIALS TO BE COLLECTED

- a. E-Waste Collected at No Cost:** Computers (desktop, laptops, tablets), printers, fax machines and scanners, keyboards, mice, computer cables, VCRs, DVD players and recorders, portable digital music players, portable digital assistants (PDAs), video game consoles, digital converter boxes, cable receivers, satellite receivers, small scale servers, telephones, and small household appliances and tools that do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components.
- b. E-Waste Collected at Additional Cost:** TV and Computer Monitors, in accordance with the rates presented in Appendix 1.
- c. E-Waste Items Not Listed:** All electronics not listed as an option in Appendix 1 will be evaluated by the Village and Contractor on an annual basis to identify whether the EPA regulations changed, and whether disposal option changes apply.

3. METHODS OF PREPARATION, COLLECTION AND PAYMENT

Single Family Residential Customers will need to request an E-Waste collection from the Contractor by telephone or email at least 48 hours in advance of the applicable collection day. Small E-Waste items will be collected without charge, and TV and Computer Monitors require advance payment by using one of the payment methods offered by the Contractor. All E-Waste should be placed at the curb by no later than 7:00 AM on the applicable collection day.

4. COMPENSATION FOR E-WASTE

All revenue received from the sale of E-Waste shall be the property of the Contractor.

5. IN-HOUSE E-WASTE COLLECTION

The Contractor shall provide, at no cost to the Village E-Waste Collection from the government facilities set forth in Appendix 3 on an On-Demand basis.

6. DISPOSAL OF E-WASTE

All E-Waste collected must be disposed of at a fully licensed and permitted facility that complies with all state and federal regulations. Upon request from the Village, Contractor shall provide proof of proper disposal. Should Village find that the processing facility does not comply with all necessary state and federal regulations, the Contractor shall redirect all solid waste to an acceptable disposal site, in accordance with the terms of this contract.

SECTION VIII
BATTERY & BULB COLLECTION SPECIFICATIONS

1. PROGRAM DESIGN

Household Battery and Light Bulbs shall be collected by the contractor on a weekly basis from a designated Village Battery & Bulb Drop-Off Location. The cost of this program shall be built into the flat rate cost for the collection for refuse and recycling, as itemized on the enclosed price quotation sheet (Appendix 1).

2. BATTERIES & BULB TO BE COLLECTED

a. Household Batteries Accepted

- Alkaline (any kind)
- Lithium (except lithium ion button batteries)
- Nickel-Metal Hydride
- Nickel Cadmium

b. Household Batteries Not Accepted

- Lithium Ion Button Battery
- Lead Acid Car
- Commercial and Industrial batteries

c. Household Bulbs Accepted

- Standard household light bulbs
- Fluorescent
- Incandescent
- CFL
- LED
- Halogen

d. Bulbs not Accepted

- Commercial and Industrial batteries

3. METHODS OF PREPARATION AND COLLECTION

The Contractor shall provide battery and bulb collection receptacle(s) of sufficient size for each drop-off location that clearly designates the item(s) to be placed in each. The Contractor shall provide proper safety guidelines, approved by the Village, for the preparation of bulbs and batteries residents bring to the recycle drop off location that is supplied and serviced by the contractor (or by a subcontractor authorized by the contractor and the Village of Bloomingdale. The safety guidelines should be highly visible and posted on each drop off container along with downloadable safety guidelines for using the drop off location on the contractor's webpage.

4. COLLECTION STANDARDS

The contract shall collect from each drop-off site as set forth in Appendix 3 on a weekly basis, or at the Village's request should a large quantity accumulate at any given time.

5. COMPENSATION FOR BULB & BATTERIES COLLECTED

All revenue received from the sale of bulb and batteries collected shall be the property of the Contractor.

6. IN-HOUSE BULB & BATTERY COLLECTION

The Contractor shall provide, at no cost to the Village Bulb & Battery Collection at the government facilities set forth in Appendix 3. The Village reserves the right to include additional municipal buildings or facilities for service by the Contractor during the term of the Contract.

7. DISPOSAL OF BULB & BATTERIES

All light bulbs and batteries collected must be disposed of at a fully licensed and permitted facility that complies with all state and federal regulations. Upon request from the Village, Contractor shall provide proof of proper disposal. Should Village find that the processing facility does not comply with all necessary state and federal regulations, the Contractor shall redirect all solid waste to an acceptable disposal site, in accordance with the terms of this contract.

SECTION IX
PAINT & RECYCLING EVENT SPECIFICATIONS

1. PROGRAM DESIGN

On a Bi-Annual Basis the Contractor shall conduct at no charge a Paint & Recycling Collection Event, using employees of the Contractor, at a location designated by the Village. The cost of this program shall be built into the flat rate cost for the collection for refuse and recycling, and is available to all Village residents.

2. PAINT ACCEPTED

- a. **Paint Accepted:** All paint in cans will be accepted
- b. **Paint Not Accepted:** Paint in spray cans is not accepted

3. RECYCLABLES COLLECTED

Recyclable items collected at each bi-annual event may vary, but shall include such items as: paper shredding, clean clothing and textiles, pumpkins, Christmas lights, bicycles, eyeglasses, hearing aids, musical instruments, sheet music, keys, etc.

4. COMPENSATION FOR PAINT & RECYCLING

All revenue received from the sale of paint or recyclable material that has not been advertised as benefiting a Not-For Profit Organization shall be the property of the Contractor.

5. IN-HOUSE PAINT COLLECTION

The Contractor shall provide, at no cost to the Village paint collection for the government facilities as set forth in Appendix 3. The Village reserves the right to include additional municipal buildings or facilities for service by the Contractor during the term of the Contract.

6. DISPOSAL OF PAINT

All paint collected must be disposed of at a fully licensed and permitted facility that complies with all state and federal regulations. Upon request from the Village, Contractor shall provide proof of proper disposal. Should Village find that the processing facility does not comply with all necessary state and federal regulations, the Contractor shall redirect all solid waste to an acceptable disposal site, in accordance with the terms of this contract.

SECTION X
HAZARDOUS SUBSTANCE & MATERIAL INDEMNIFICATION

In consideration of the execution and delivery of this Agreement by the Village, the Contractor indemnifies, exonerates, defends and holds the Village and its officers, directors, employees, and agents (Indemnified Parties) free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages, and expenses as a result of or arising out of or relating to any investigation, litigation, or proceeding related to (1) any environmental response, audit, compliance, or other matter relating to the protection of the environment, release or threatened release by the Contractor or any of its subsidiaries of an Hazardous Material, (2) the presence, release or threatened release of Hazardous Material on, under or from any real property owned or operated by the Contractor or any of its subsidiaries, and (3) the presence, release, or threatened release on, under or from any other property to which the Contractor or any of its subsidiaries has sent any waste collected from the Village. Contractor's indemnification obligation shall apply regardless of whether the presence, release or threatened release is caused by or within the control of the Contractor or its subsidiaries. The Contractor further agrees that it shall waive any statutory or common law provision which would allow it to seek contribution from the Village in any proceeding, claim or matter in which the Village is indemnified under this paragraph. The Contractor and the Village further agree that Contractor's obligations under this Section shall survive the duration of this contract.

Hazardous Substance & Material. "Hazardous Substance", or "Hazardous Material" as used here, means all materials subject to regulation under the Clean Air Act (42 U.S.C. 7401, et. Seq.), Clean Water Act, 33 U.S.C. 1251, et. Seq.), Comprehensive Environmental Response, Compensation, and Liability Act (Superfund or CERCLA) (42 U.S.C. 9601. Et. Seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act of RCRA) (42 U.S.C. 1801, et. Seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. 2601, et. Seq.), the Toxic Substances Control Act (15 U.S.C. 2601, et. seq.), any comparable state or local law, and any other applicable federal or state or local laws in force relating to hazardous substances, in each case as amended to date. "Hazardous Substance" includes but is not limited to asbestos, polychlorinated biphenyls (PCBs), lead based paints, any petroleum products, including crude oil or any fraction of it, and any natural gas, natural gas liquids, synthetic gas, and liquefied natural gas.

APPENDIX 1
Refuse, Recycling & Yard Waste Collection Costs
Refuse & Recycling Rates

Yr.	Single Family			Seniors 65+			Townhome HOA		
	Effective	Mo. Rate*	% Change	Mo. Rate*	% Increase	% Discount	Mo. Rate*	% Increase	% Discount
1	3/1/2021	\$18.09	35.49%	\$14.12	36.82%	21.95%	\$16.29	39.17%	10.0%
2	3/1/2022	\$18.61	2.87%	\$14.86	5.24%	20.15%	\$16.71	2.58%	10.2%
3	3/1/2023	\$19.15	2.90%	\$15.35	3.30%	19.84%	\$17.15	2.63%	10.4%
4	3/1/2024	\$19.70	2.87%	\$15.81	3.00%	19.75%	\$17.61	2.68%	10.6%
5	3/1/2025	\$20.33	3.20%	\$16.30	3.10%	19.82%	\$18.00	2.21%	11.5%

Yard Waste Collection Rates				Extra Refuse Cart			Yard Waste Cart	
Yr.	Effective	Per Sticker Cost	% Increase	Year	Effective	% Increase	Rate Per YW Season	All 5 Yrs.
1	3/1/2021	\$2.75	21.43%	1	\$2.95	-12.17%	35 Gal	\$199
2	3/1/2022	\$2.80	1.82%	2	\$2.95	0.00%	65 Gal	\$279
3	3/1/2023	\$2.80	0.00%	3	\$2.95	0.00%	95 Gal	\$299
4	3/1/2024	\$2.85	1.79%	4	\$2.95	0.00%		
5	3/1/2025	\$3.00	5.26%	5	\$2.95	0.00%		

E-Waste Not Included in Refuse & Recycling Rate

Special Pick-Up Over 2 Cubic Yd (Per Cubic Yd)

TV/Computer Monitor up to 21"

Yr.	Effective	Per Item
1	3/1/2021	\$18.00
2	3/1/2022	\$20.00
3	3/1/2023	\$22.00
4	3/1/2024	\$25.00
5	3/1/2025	\$25.00

TV/Computer Monitor up to 21"

Year	Per Item	% Increase
1	\$30.00	N/A
2	\$30.00	
3	\$35.00	
4	\$35.00	
5	\$35.00	

Year

Year	Effective	Rate
1	3/1/2021	\$25.00
2	3/1/2022	\$25.00
3	3/1/2023	\$25.00
4	3/1/2024	\$30.00
5	3/1/2025	\$30.00

APPENDIX 2
RESOURCE MANAGEMENT

LIST OF ACCEPTED POST-CONSUMER RECYCLABLE MATERIALS

Designated Recyclable Commingled Containers Are as Follows:

- Glass Bottles and Jars – (clear, brown, green) No window glass, dinnerware or ceramics
- Aluminum Cans, Trays & Foil (trays & foil must be cleaned)
- Aseptic Packaging & Table-Top Containers (milk & juice cartons)
- Steel Cans and Tins
- PET Soda, Water, & Flavored Beverage Bottles (#1 clear and green plastic resin)
- HDPE Milk & Juice Jugs (#2 clear plastic resin)
- HDPE Detergent & Fabric Softener Containers (#2 colored plastic resin)
- PVC Narrow Neck Containers Only (#3 plastic resin); such as health & beauty aid products, household cleaners.
- LDPE Grocery Containers (#4 plastic resin); such as margarine tubs, frozen dessert cups, six and twelve pack rings.
- PP Grocery Containers (#5 plastic resin); such as yogurt cups, and narrow neck syrup and ketchup bottles.
- #7 Plastic Resin Grocery Narrow Neck Containers Only.
- Plastic Buckets, such as kitty litter containers (5-gallon size maximum). No metal handles.

The Paper Fiber Stream May Consist of The Following Items:

- Newspaper, including inserts (remove plastic sleeves)
- Cardboard (no waxed cardboard)
- Kraft (brown paper) Bags
- Magazines, Catalogs and Telephone Books
- Office, Computer, Notebook & Gift Wrap Paper (no metal clips, spirals, binders)
- Chipboard (cereal, cake & food mix boxes, gift boxes, etc.)
- Carrier Stock (soda & beer can carry cases)
- Junk Mail & Envelopes (no plastic cards, stick-on labels or unused stamps)
- Paper Back Books (no hard cover books)

Notes:

1. All containers to be emptied rinsed clean and caps & lids removed.
2. No motor oil, insecticide, herbicide or hazardous chemical containers.
3. Plastic bags should be returned to grocery or department store.
4. No plastic film (no plastic sheets, tarps, or wrap).
5. Expanded foam and clear polystyrene not recommended per joint advisory from the Illinois Recycling Association, Illinois Department of Commerce & Community Affairs, and Region 5 U.S. Environmental Protection Agency.
6. Please refer to the attached list of examples that should not be included with commingled containers.

APPENDIX 3
Refuse, Recycling, Yard Waste, E-Waste, Batteries & Bulbs
Collection from Government Facilities

FACILITY	ADDRESS	TYPE	SIZE	QTY	FQY
Bloomington Library	101 FAIRFIELD WAY	Refuse	4 yd	1	2x
		Recycling	2 yd	1	1x
		E-Waste			On Call
		Bulbs & Batteries		1 ea.	1x
Bloomington Chamber	104 S Bloomington Rd	Refuse	95 Gal	1	1x
		Recycling	95 Gal	1	1x
Village Owned Property	112 W LAKE ST	Refuse	2 yd	1	2x
Bloomington Golf Club	181 GLEN ELLYN RD	Refuse	8 yd	1	3x
		Recycling	95 Gal	4	1x
Village Hall/Police Facility	201 S BLOOMINGTON RD	Refuse	2 yd	4	2x
		Recycling	2 yd	4	1x
		E-Waste			On Call
Well House No 8	240 S GARY AVE	Refuse	2 yd	1	1x
Bloomington Fire Department	246 S GARY AVE	Refuse	2 yd	1	1x
		E-Waste			On Call
Bloomington Park District JRC	172 S CIRCLE AVE	Refuse	2 yd	3	3x (3/1-8/31) 1x (9/1-2/28)
		Recycling	2yd	1	
		Bulbs & Batteries		1 ea.	1x
Bloomington Park Dist. Maintenance	259 SPRINGFIELD DR	Refuse	10 yd	1	2x
		Recycling	10 yd	1	1x
		E-Waste			On Call
Water Reclamation Facility	299 GLEN ELLYN RD	Refuse	4 yd	1	2x
WRF Screenings, (6 more 2yd containers need in 18 mos.)	299 GLEN ELLYN RD	Refuse	2 yd	3	1x

Bloomington Golf Club Garage	303 CARRIAGE WAY	Refuse	10 yd	1	3x
		Yard Waste	20 yd	1	Seasonal On-Call
		E-Waste			On Call
Public Works Facility	305 GLEN ELLYN RD	Refuse	4 yd	1	2x
		Recycling	2 yd	4	1x
		E-Waste			On Call
		Bulbs & Batteries			On Call
Old Town Park		Waste Receptacles		15	1x

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.

APPENDIX 4

PREVAILING WAGE RATES

This contract may be subject to the Illinois Prevailing Wage Act (820 ILCS 130/0.01, et seq.), except that where a prevailing wage violates a Federal Law, order, or ruling, the rate conforming to the Federal Law, order, or ruling shall govern.

If it is determined that the “prevailing rate of wages” will be used for the Contract, the following conditions will be required:

- Pursuant to Section 4 of the Illinois Prevailing Wage Act, 820 ILCS 130/4, Contractor agrees and acknowledges that not less than the applicable rate of prevailing of wages, as found or ascertained by the Department of Labor and made available on the Department’s official website or determined by the court on review, shall be paid for each craft or type of worker needed to execute this contract or to perform such work, and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of this contract.

- Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, and upon activation of the database provided by 820 ILCS 130/5.1 to the Department of Labor, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records required to be made and kept by the Act to: (i) the Village, its officers and agents; (ii) the Director of Labor and his deputies and agents; and (iii) to federal, State, or local law enforcement agencies and prosecutors.

**APPENDIX 5
CONTRACT EXECUTION**

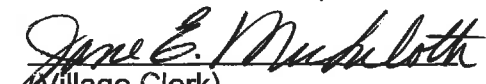
1. **THIS AGREEMENT**, is made and concluded this ^{14th} day of *December* 2020 between the Village of Bloomingdale acting by and through its President and Board of Trustees, known as the party of the first part, and, _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. **WITNESSETH:** That for an in consideration of the payments and agreements mentioned in the Definitions, General Requirements & Conditions, Refuse Collection Specifications, Recycling Collection Specifications, Yard Waste Collection Specifications, Disposal of Screenings E-Waste Collection Specifications, Battery & Bulb Drop-Off and Collection Specifications, Paint & Recycling Collection Event Specifications and Appendices, Bid, and Clarifications & Understandings hereto attached, to be made and performed by the party of the first part, the party of the second part agrees with said with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Village of Bloomingdale.

3. And it is also understood and agreed that the Definitions, General Requirements & Conditions, Refuse Collection Specifications, Recycling Collection Specifications, Yard Waste Collection Specifications, Disposal of Screenings, E-Waste Collection Specifications, Battery & Bulb Drop-Off and Collection Specifications, Paint & Recycling Collection Event Specifications and Appendices, Bid, and Clarifications & Understandings hereto attached, for Solid Waste Collection and Disposal Services Contract, approved by the Village of Bloomingdale, 2020 are all essential documents of this Contract and are a part hereof.

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

Attest:



(Village Clerk)

The Village of Bloomingdale

By: 

(Village President- Party of the First Part)

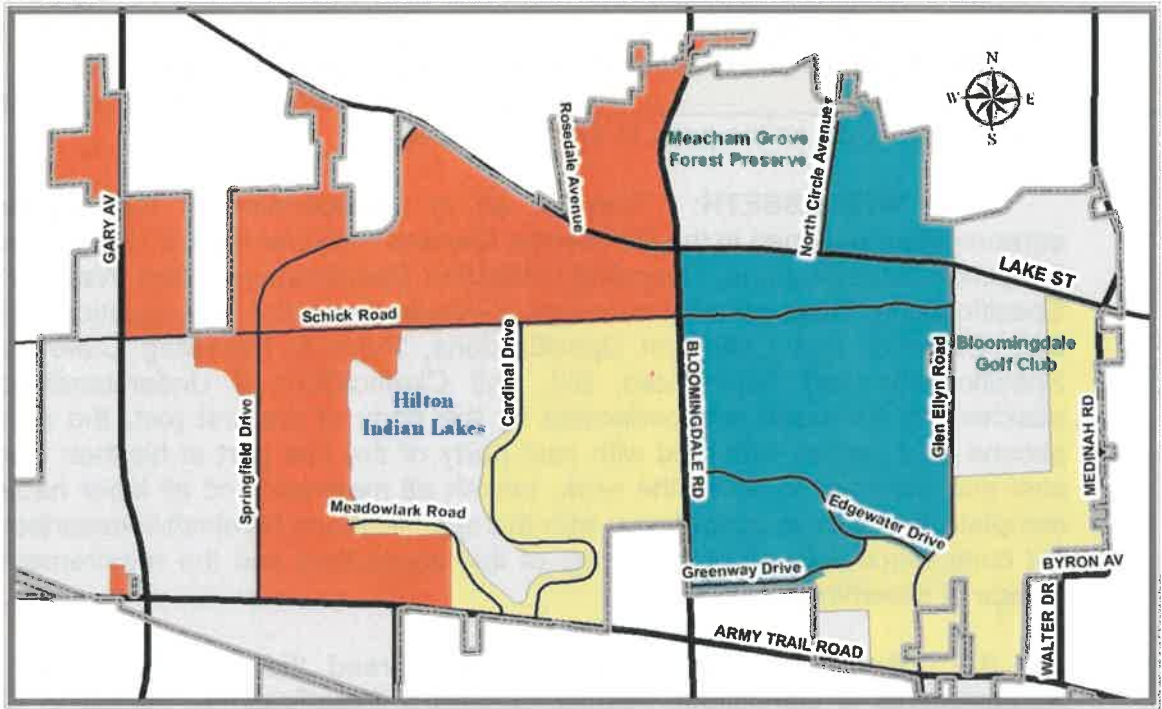
(Seal)

Attest:

By: 

Karen Coley,
President-President-Party of the Second Part

**APPENDIX 6
SOLID WASTE COLLECTION DAY MAP**



 Tuesday  Wednesday  Thursday

Hours of Collection 7 AM to 7 PM

**APPENDIX 5
CONTRACT EXECUTION**

1. **THIS AGREEMENT**, is made and concluded this day of _____ between the Village of Bloomingdale acting by and through its President and Board of Trustees, known as the party of the first part, and, _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. **WITNESSETH:** That for an in consideration of the payments and agreements mentioned in the Definitions, General Requirements & Conditions, Refuse Collection Specifications, Recycling Collection Specifications, Yard Waste Collection Specifications, Disposal of Screenings E-Waste Collection Specifications, Battery & Bulb Drop-Off and Collection Specifications, Paint & Recycling Collection Event Specifications and Appendices, Bid, and Clarifications & Understandings hereto attached, to be made and performed by the party of the first part, the party of the second part agrees with said with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Village of Bloomingdale.

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


Attest:

(Village Clerk)

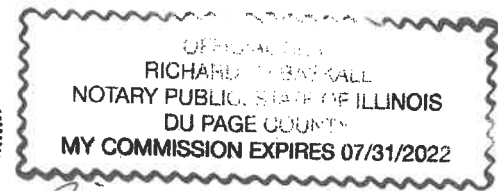
The Village of Bloomingdale

By: _____
(Village President- Party of the First Part)

(Seal)
Attest:

By: 
Karen Coley,

51



Richard J. Binkall