

ATTACHMENT A

CONTRACT FOR REFUSE, RECYCLABLES, LANDSCAPE, ELECTRONIC & HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

This Contract ("Contract") is made as of the ____ day of _____, 2025, by and between the Village of Oak Lawn, Illinois ("Village") and _____, a _____, licensed to do business in Illinois ("Contractor"), authorized to business in the State of Illinois:

WHEREAS, the Village is a Home Rule Municipality, Article 7, Section 6, of the Illinois Constitution of 1970; and

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

WHEREAS, the Contractor has submitted a competitive proposal for the collection and disposal of refuse, recyclables, landscape, electronic & hazardous waste generated by one, two and multi-family residences in the Village (the "Services"); and

WHEREAS, the President and Board of Trustees have determined that acceptance of the Contractor's proposal will serve the public health, safety and welfare.

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

Section 1: INCORPORATION OF PREAMBLES: The foregoing preambles are restated and incorporated herein by reference as though fully set forth herein.

Section 2: CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES

A. Examination of Site:

Contractor shall satisfy itself of all the conditions under which the Services are to be performed, the areas in which Services will be provided, and all other relevant matters pertaining to the Services herein.

B. Daily Services (Monday through Friday) – PUBLIC LOCATIONS:

Contractor will provide containers for refuse, recycling, and brown yard waste totes schedule daily (Monday through Friday) route pick-ups at public locations designated by the Village. (See **Exhibit 1** for a listing of municipal buildings and facilities which are included in these services)

The Contractor shall also, on a daily basis, Monday through Friday, pick up trash and recycling materials from approximately 30 trash and recycling bins located in Oak Lawn's downtown (defined as 95th Street, from Children's Museum on east to Village Hall on West and the Metra train station on south and the Village Green on north).

C. **Weekly Services (Monday through Friday) - RESIDENTIAL:**

Collections shall be made from single-family (R-1) dwellings and two-family (R-2) dwellings in the Village. All office, commercial or manufacturing businesses, as defined in the Zoning Ordinance, shall not be part of this Contract.

There are approximately 15,200 R-1 and R-2 dwellings included in this curbside collection service with 3,600 dwellings qualifying for the senior citizen and/or person(s) with a disability discount. The current program provides for weekly collection, wherein about one-fifth of the homes are serviced each day, Monday through Friday. (See **Exhibit 2**, Refuse Pickup Day Map).

There are two different rate structures:

- a. A standard basic weekly pick-up rate per month for **non**-senior (less than 65 years of age)/**non**-person(s) with a disability ("standard rate"); and a
- b. A reduced basic weekly pick-up rate per month for senior citizens (65 years of age and older), and person(s) with a disability ("Discount").

Senior citizen and person(s) with a disability discounted pick-up rates only apply to R-1 and R-2 dwellings where there is proof that the owner (taxpayer of record and title holder) of the property is at least 65 years of age or presents a valid "Illinois person with a disability identification card" obtained through the Illinois Secretary of State's office or a current social security or SSI benefit verification letter which contains the applicant's current residence, age and disability. Contractor will assume that 3,600 of the 15,200 R-1 and R-2 dwellings will qualify for the monthly reduced senior citizen/person with a disability rate and that the remaining R-1 and R-2 dwellings will not qualify for the reduced rate and will pay the standard basic weekly pick-up rate.

The terms "resident" and "customer" are used interchangeably to the extent that a resident is a customer.

D. **Definition of Materials (Weekly Basis):**

1. REFUSE

- a. Unlimited, Accepted Refuse:

"Refuse" as herein defined means all household and kitchen waste, such as discarded

food or food residues, and paper used for wrapping same; soiled aluminum/tin cans, bottles, books, newspapers, boxes and cartons, providing all such materials are of a size sufficiently small to permit being placed in an unlimited number of Village approved containers.

b. Limited, Accepted Refuse

Only one (1) of the following listed items may be placed out for pick up each week, without additional charge. Homeowners who wish to set out more than one (1) of the items listed per week will be directed to contact the Contractor to make arrangements for collection at an additional cost:

- i) Furniture and large household goods, (to include but not limited to), hot water heaters, sofas, dressers, chairs, tables, mattresses, rolls of carpet (not more than four (4) feet in length);
- ii) Small amounts of sod, earth, and rocks, provided the items listed are put into a suitable container not exceeding sixty (60) pounds; and
- iii) Household construction material (except new construction), (to include but not limited to), furnaces, bathtubs, shower stalls, doors, windows, and other items that are considered part of a home. It shall also include loose homeowner remodeling and repair construction materials provided such items are put in a Village approved container or in a bundle not exceeding four (4) feet in length and not weighing over sixty (60) pounds.

2. LANDSCAPE WASTE

"Landscape Waste" as herein defined shall mean grass, garden clippings, brush, leaves, tree clippings, and other materials accumulated as the result of the maintenance of lawns, shrubbery, vines, and trees. Landscape waste shall be picked up from the first full week in April through the second full week in December.

- a. To encourage home management of landscape waste, the pick-up of landscape waste is to be provided on the same day and as part of the regular refuse pick-up.
- b. All such materials must be placed in Village approved containers or bundled and not co-mingled with refuse and rubbish or recyclable materials as herein defined.
- c. Non containerized landscape waste: Bundles of brush or tree clippings shall be collected as part of the regular landscape waste pick-up, provided the weight of such bundles does not exceed sixty (60) pounds, the length of material does not exceed four (4) feet, and/or the diameter of each bundle does not exceed three (3) feet in diameter and is securely tied with string or twine. Logs over four (4) inches in diameter must be stacked separately at the curb and cut into lengths of twenty-four (24) inches with individual

pieces not exceeding eight (8) inches in diameter. This Contract does not include any branches or trees cut by private contractors hired by the homeowner.

d. Organic (living) Christmas trees shall be collected, free of charge, during the first three (3) weeks of January each year from each dwelling serviced under this contract. Christmas trees shall be collected on regularly scheduled collection days. The trees that are free from foreign material (tinsel, wires, ornaments, bags) shall be recycled.

3. RECYCLABLE MATERIAL

a. "Recyclable Material" as herein defined shall mean, at a minimum, an unlimited amount of clean:

1. mixed papers, including without limitation newspapers, cereal boxes and dry food boxes, magazines and catalogs, telephone books, direct mail, wet-strength cardboard, corrugated cardboard and gift boxes and paper grocery bags;
2. all colors of glass bottles, jars and containers;
3. all metal cans including, but not limited to aluminum, tin, and steel; formed aluminum containers, and aluminum foil;
4. HDPE beverage containers;
5. PETE jugs and containers, typically from milk, juice and other beverages;
6. other plastics placed in the bin will be accepted, however, recycling of the materials may not occur if no outlet is available for the same.

All proceeds from the sale of recycling materials will be shared equally between the Contractor and the Village, and Contractor shall provide a credit to the Village in the amount of its share of the proceeds on its next monthly invoice. THE CONTRACTOR'S RECYCLING VEHICLES MUST BE WEIGHED DAILY ON INDEPENDENT CERTIFIED THIRD-PARTY SCALES TO VERIFY THE WEIGHT OF RECYCLABLES COLLECTED UNDER THIS PROGRAM. THERE WILL BE NO DEVIATION FROM THIS POLICY.

E. Definition of Materials (FEE BASIS):

ALL FEE BASED PICKUPS ARE TO BE ARRANGED BETWEEN THE RESIDENT AND CONTRACTOR. THE CONTRACTOR WILL CHARGE THE RESIDENT DIRECTLY AND CAN REQUIRE PAYMENT UPFRONT BEFORE THE PICKUP.

1. ELECTRONIC WASTE

Electronic Waste, including Televisions, shall be collected from R-1 and R-2 dwellings. Electronic waste ("e-waste") will be collected on a fee basis (either by curbside pickup or at a twice -a-year event held by the Contractor) with the resident contacting the Contractor and the Contractor providing a collection day for e-waste pickup.

2. TIRES/ OTHER

Tires (separate from the rims) and White Goods (refrigerators, air conditioners, freezers, washing machines, dryers, dishwashers, microwaves, etc.) will be collected like e-waste.

3. "HAZARDOUS HOUSEHOLD WASTE COLLECTION PROGRAM"

The **Contractor** shall collect certain Hazardous Waste which will be collected on a fee basis (either by curbside pickup or at a once-a-year event held by the Contractor) with the resident contacting the Contractor and the Contractor providing a collection day for pick up. Items eligible to be collected include, but are not necessarily limited to, automotive waste products, garden chemicals, household cleaners, paint products, swimming pool chemicals, and miscellaneous household hazardous waste.

4. "UNACCEPTED REFUSE"

No engine blocks, transmission, axles, heavy metal parts, or refuse resulting from building construction by private contractors, pools, decks, sheds, chemicals, paints, drums, or refuse in containers other than described herein, is to be included as part of Contract, except as agreed in subparagraph 3 above.

F. Other Village Pickup / Requests

1. Animals

For a separate charge, the Contractor agrees to pick up and dispose of all dead animals from the Village's streets upon a request from the Village and will bill the Village for each animal as handled. Any collar or tag must be removed from any domesticated dead animal and delivered to the Public Works Department.

2. Street Sweeping

Three times a year, i.e., in April, July, and November, Contractor will provide Street Sweeping services for all Village Streets. Signs indicating street cleaning must be posted by the Contractor in the area at least 2 days before sweeping. Village has approximately 184 miles of public streets or approximately 370 lane miles.

3. Ancillary Activities

The Contractor must supply and pick up the following for use at special events upon request of the Village:

- 10 - 30 cubic yard Rolloff Dumpster for Village Use
- Disposable Event Box Refuse Containers, for Special Events (minimum 400 each year)
- Portable Sanitary Waste Units minimum 80 units per year
- Portable Sanitary Waste Units, Handicapped Accessible minimum 20 units per year
- Portable Hand Sinks minimum 20 units per year
- 100, 96-gallon Blue Carts per year*

- 100, 96-gallon Green Carts per year*
- 100, 96-gallon Brown Carts per year*

* Maintain a maximum supply of 100 carts per year. It is anticipated that the needed supply will be less than 100 per year. For example, if at end of year one, the Village has on hand 52 blue carts in usable condition, it would request an additional 48 carts for year two. However, if the Village's supply is deleted to zero at the end of year one, it would require an additional 100 carts for year two.

4. **Special Projects**

a) **Emergencies and storm damage cleanup:** Contractor shall make its waste hauler equipment and manpower available to the Village for special waste collection and disposal projects within the Village in times of emergencies, storm damage clean up, or special requests.

Should the need arise to arrange for special pick-ups, or collection and removal, or placement of containers for storage and removal of refuse, compost waste, branches and brush, the schedule and collection arrangements will be requested by and must be coordinated through the Village's Director of Public Works.

b) **Public Works Dumping:** Contractor shall provide an outlet, e.g., landfill, compost facility, etc., to receive non-hazardous debris, such as grass, leaves, ashes from burned landscape waste, sweeper debris, chipped branches, logs, wood, broken concrete and asphalt, etc. The location of such outlets is subject to approval of the Village.

G. **Contract Term/Cost Adjustment Formula:**

The term of this Contract is forty-eight (48) months commencing on the first (1st) day of October 2025 and ending at Midnight on September 30, 2029.

At the expiration of the initial four (4) year term, the Village reserves the right, in its sole discretion, to renew and extend the Contract up to an additional four (4) years. If the Village desires such an extension, the Village shall provide written notice to the Contractor of its desire to renew no later than 120 days prior to the expiration of the initial term. In the event that the Village provides such notice, the Village and Contractor shall engage in good faith negotiations to develop rates for the upcoming years. Said negotiations shall commence not later than 30 days following the date of the Village's notification to Contractor. Among the factors to be considered shall be increased or decreased costs incurred by the Contractor, increases in Contractor's productivity, the Contractor's service since the beginning of the Contract and prices paid in comparable communities. In the event that the Village and Contractor are unable to agree upon a suitable price, either party may terminate this Contract by written notice to the other party 60 days prior to the original termination date.

Contractor's rates shall remain firm through September 30, 2027, and no cost adjustments of any kind shall be allowed during that time. After September 30, 2027, cost adjustments

will be determined as follows:

1. **Tipping Fee Cost Adjustment:** The tipping fee charge must remain the same in the first two years of the contract. A maximum of one (1) adjustment per year may be allowed based on the presentation of accurate and certified cost increase information from landfill, composting, or agronomic application site operators in the third and fourth year of the contract. Such a tipping fee cost adjustment request shall be provided by certified mail to the Village Manager of Oak Lawn in the third quarter of any calendar year, and in no event, later than September 1st of each year. Any such adjustment shall be reviewed by the Board of Trustees and approval or rejection for cause, provided to Contractor within sixty (60) calendar days of submission of any proposed rate increase. Any such adjustment granted shall be applicable only to that portion of the basic or alternate fee attributed to tipping fees at the landfill, composting, or agronomic application site, and shall not include curbside collection or transportation costs to said sites. Thirty-five (35%) of the basic service charge and alternate service charge is to be attributed to tipping fee costs.

2. **Curbside Collection & Transportation Cost Increases:** The curbside collection & transportation charge must remain the same in the first two years of the contract. A maximum of one (1) adjustment per year may be allowed in the third and fourth year of the contract. Such a curbside collection and transportation cost adjustment request must be filed by certified mail to the Village Manager of Oak Lawn in the third quarter of any calendar year, and in no event, later than September 1st of each year. Any such adjustment shall be reviewed by the Board of Trustees and approved or rejected for cause provided to Contractor within sixty (60) days of submission of any proposed rate increase. Any such adjustment granted shall be applicable only to that portion of the basic or alternate fee attributed to collection and transportation costs for refuse, landscape waste, and recyclables. Fifty percent (50%) of the basic service charge or alternate service charge is attributable to collection and transportation costs. Such adjustments shall be based on the Consumer Price Index (CPI) for all urban consumers for all items published by the U.S. Bureau of Labor Statistics for Chicago-Naperville-Elgin, IL-IN-WI. Such CPI data shall be based on the prior calendar year as reflected in the December CPI Report, as published.

H. **Minimum Service:**

Refuse shall be collected once a week. Each "stop" may have an unlimited number of approved containers of refuse on each collection day, of the type and weight defined herein.

An unlimited number of recyclables in or adjacent to the recycling tote or bin as outlined herein shall be collected from each "stop" on the specified collection day.

An unlimited amount of landscape waste prepared as outlined herein shall be collected from each "stop" on the specified collection day.

Recyclables and landscape waste shall be collected once a week on the same day as regular refuse collection. A Village zoning map (**Exhibit 2**) indicates the areas included for Service in this Contract.

Collection of recyclables is on a co-mingled basis.

Contractor shall annually send to residents each October an educational flyer explaining how residents should handle and prepare recyclables prior to putting them out at the curb, e.g., "How to Prepare Your Curbside Waste". A copy of the educational flyer shall be sent to the Village's Director of Public Works thirty (30) days prior to the date it is sent to residents.

I. **Hours:**

Collection shall be made between the hours of 6:00 a.m. and 6:00 p.m. on the day collection is scheduled for a particular area, subject to such modification as the Village may require or grant. Collections shall be made using the utmost care in noise control as possible.

J. **Approved Containers:**

The collection vehicles used by the Contractor will be provided with the necessary equipment and trained personnel to efficiently and effectively pick up and empty Approved Containers without spillage of their contents or damage to the container or the Village streets, parkways, and alleys (and adjacent areas). Any Container which becomes damaged and unusable will be immediately replaced by the Contractor at no cost to the Village or the resident(s) being serviced. **Contractor will provide new Refuse and Recyclable containers at no cost to residents when repairs to current carts cannot be made and collect Refuse and Recyclables using those containers, as well as the current containers used by residents. Contractor will be responsible for receiving requests for additional refuse and recyclable containers. The contractor will then charge directly residents who request additional refuse and recycling containers.**

To keep with the Village's current practices, the Contractor must make available for purchase from the Contractor brown Landscape Yard Waste carts. The Contractor will deliver, service and maintain all containers other than those owned by residents, which will be replaced by Contractor when necessary. (See Exhibit 6 for examples of carts and Exhibit 3 for pricing). Residents who currently have brown containers will not be charged for new or replaced Landscape Yard Waste cart. These will be replaced at no charge.

The Approved Containers and collection therefrom shall be as follows:

1. **Refuse:**

Refuse shall be collected if it is set out in Contractor supplied blue 96, 64, or 35-gallon cart or customer provided thirty-three (33) gallon or less container (Exhibit 6). Contractor will collect all such, refuse, and rubbish without limit (except as noted in Section 2, Para. D (1) above).

It is further mutually agreed that all refuse (except as noted in Para. D(1) above), and rubbish containers must be made of galvanized metal or other non-corrodible material, water-tight, with handles and lids, to be rodent-proof, commonly sold as garbage cans, and of a suitable gauge and construction to insure durability, and a capacity of not less than ten (10) gallons and not to exceed thirty-three (33) gallons. Any wet garbage must be wrapped. Fiber drums, oil drums, cylindrical metal barrels, and cardboard containers - all of which present difficulties in rain or freezing conditions - are prohibited.

2. Recyclables:

Recyclables shall be collected if set out in a Contractor supplied green 96, 64, or 35-gallon cart, 18-gallon bin. Contractor will collect all such recyclables without limit (except as noted in Para. D (3) above).

3. Landscape waste (grass clippings, bush trimmings, etc.):

Landscape waste shall be collected if it is set out in a Contractor supplied brown 96-gallon cart, two-ply Kraft thirty (30) gallon paper bags, or customer provided container: clearly marked "Yard Waste" (see exhibit 7), unlined, regular container, with functional handles and lid, no larger than thirty-three (33) gallons in size so long as materials are loose and do not exceed weight of sixty (60) pounds. Bundled brush and bulk wood waste (logs) set out to specifications will also be collected as provided in Para. D (2) above. Contractor will collect all such materials without limit (except as noted in that Paragraph).

Plastic Bags Are Not Approved Containers For Landscape Waste.

K. Handling of Containers:

Containers are to be handled with reasonable care to avoid damage and are to be placed on the parkway or in the alley out of the traveled street right-of-way in an upright position.

Contractor shall replace or repair any damaged containers at no cost to the Village or the customer being serviced for the duration of the Contract.

L. Non-conforming Containers:

The Contractor shall not be required to collect material that is not in approved containers or otherwise deposited in a manner herein provided. If Contractor encounters non-

conforming or rejected material, a notice shall be left on customer's container or attached to the material. This notice shall specify reason(s) for not collecting the material. A duplicate copy of the notice shall be provided to the Village's Public Works office within twenty-four (24) hours. Notice is subject to review and approval by the Village, which will notify Contractor if additional steps must be taken. (See also Para. P (5), Complaint Procedure; Dispute Settlement below.)

Hazardous or otherwise unsafe containers will be tagged and, unless properly repaired, be discarded on the following collection day.

M. Collection Vehicles:

The Contractor shall provide an adequate number of vehicles subject to the approval of the Village for refuse, landscape waste, and recyclable material collection services. All vehicles shall be kept in good repair, appearance, and always maintained in a sanitary condition. Each vehicle shall have clearly visible on each side the name, a vehicle identification number, and local telephone number of the Contractor.

Vehicles used for the collection of refuse, recycling and landscape waste shall be of a compactor type and shall not leak fluids, oil, hydraulic fluids, etc.; if found to do so, they shall be repaired by the Contractor no later than the following business day of a reported incident or of knowledge by the Contractor or replaced with another vehicle.

N. Hauling:

All materials hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling, or blowing of litter or fluids is prevented. In the event of any such occurrence on the parkway, street, or alley (or other adjacent areas), the Contractor shall immediately clean up same. If not cleaned up within six (6) hours after such notice (verbal or written) from the Village, the Village may clean up same and bill the Contractor for labor, materials and equipment used to do so.

O. Scheduling

1. Pick-up days:

Contractor agrees to make pick up (collection) and removal of refuse, recyclables and landscape waste material on a designated day of the week with respect to each residential/dwelling unit. For purposes of this Contract, Monday shall be the beginning of a week. Pick-up schedules will be provided to the Village as follows:

- a. One pick-up and removal of refuse shall be made by Contractor each week according to the schedule provided.
- b. One pick-up per week of recyclables within four (4) hours of the refuse pick-up.

- c. One pick-up and removal of contained landscape waste shall be made each week according to the same schedule as recycling and refuse pick up during the first full week of April through the second full week in December, unless the Village and the Contractor mutually agree to start landscape collection earlier or extend collection later. Additionally, one pick-up collection and removal of prepared branches, bush and tree pieces shall be made each week according to the schedule of refuse pick-up.
- d. Pick-up of organic Christmas trees shall be made during the first three (3) full weeks each January on the regular day of scheduled garbage and refuse pick-up, and Christmas trees will be taken in their entirety excluding wiring and tree stands. Those trees that are free of foreign material will be recycled.
- e. Electronic and Hazardous waste may be picked up for an additional fee and scheduled for pick-up between the resident and Contractor.

2. Route and Schedules:

It shall be the resident's responsibility to set out refuse no earlier than 5:00 p.m. the day before pick-up and to promptly remove empty containers no later than 9:00 p.m. the day of pick-up.

The Contractor will observe and follow the existing pick-up routes within the Village boundaries, which have proved to best serve the Village's residents in the most cost-effective manner (See **Exhibit 2**). The Village may reject or alter schedules and routes of any alternate pick-up schedules proposed by the Contractor.

Any modifications made to the collection and disposal services within a multi-year contract and approved by the Village shall be publicized by the Contractor via direct mailing to all affected residents, as well as in a newspaper of general circulation and government access cable television stations, at least one (1) month prior to date that modifications become effective.

When a legally observed holiday falls on a weekday, Contractor shall collect refuse from the residences normally picked up on the day of such holiday on the following day, and the normal collection schedule for the rest of the week may be one day later.

P. STANDARDS FOR CONTRACTOR PERFORMANCE

1. Litter:

The collection and disposal of refuse is a service which requires that the work be performed with forces sufficient to insure the satisfactory collection and disposal of said refuse under any and all conditions, including, among other things, adverse weather, equipment or procedural breakdowns, and similar hindrances which might otherwise be regarded as "Acts of Providence", but which cannot excuse Contractor of responsibility for carrying out the Services.

The Contractor shall not litter premises in the process of making collections. Any contents which may be spilled on the parkway, street or alley (or adjacent areas) are to be cleaned up and disposed of immediately by Contractor's employee(s) in a workmanlike manner.

2. Disposal:

All refuse, landscape waste, recyclable material, and other materials collected shall be removed and disposed of in strict compliance with all applicable statutes, laws, ordinances, rules, and regulations. All disposal sites, compost sites, and recycling facilities shall be approved in advance by the Village (and shall be located beyond the corporate limits of the Village).

Under no circumstances shall recyclable materials be land-filled or incinerated unless authorization to do so is given by the Village. Evidence of appropriate sale or disposition of the recyclables shall be provided to the Village each month. If landscape waste is disposed of through composting and not agronomic methods, the Village reserves the right to pick up finished compost material, subject to availability, and make compost material available to Village residents.

3. Title to Wastes:

All refuse, landscape waste, recyclable and other material collected shall become and be the property of the Contractor as soon as the same is collected unless otherwise specifically provided. Nothing in this paragraph concerning titles to wastes shall be construed to prevent the Village from obtaining or collecting any fees or proceeds owed to the Village under this Contract, nor shall it operate to prevent the Village from initiating or maintaining any rights or actions reserved herein, regardless of titles or ownership of such materials.

4. Approved Landfill Availability:

Contractor warrants and guarantees that the landfill space required to receive the refuse from the Village customers during the term of this Contract is and will be available. Contractor will utilize only Illinois Environmental Protection Agency and/or U.S. Environmental Protection Agency (as relevant) approved and permitted facilities for incineration, processing, composting, land filling, or other means of end disposal.

The Contractor must show evidence that it has secured an arrangement(s) assuring availability of suitable landfill, licensed compost facility, and recycled goods markets for each year of the Contract term. Copies of a contract or letter of agreement evidencing availability shall be provided to the Village no later than sixty (60) days prior to the start of each new Contract year. The Contract year shall be from October 1 to September 30th.

5. Customer Service; Complaint Procedure; Dispute Settlement:

Contractor shall maintain a Customer Service Center having a suburban telephone with either a local 708 or a toll free 800 area code and a customer service attendant during all business hours to promptly service complaints regarding collection and disposal services. Additionally, the Contractor shall provide an e-mail address and/or a customer portal for customers to submit complaints and provide an automatic copy of such e-mails to identified Village staff for follow-up. All complaints must be handled by the Contractor's Customer Service Center. Village employees will not be responsible for receiving or handling complaints. Any complaints received by Village employees will be directed to the Contractor's Customer Service Center.

In the event Contractor is unable for any reason to collect all or any part of the refuse, recyclables and landscape waste from any single or two-family dwelling, or multi-family residences, it shall notify impacted customers through email and/or phone with updated collection times. The Contractor is also required to contact the Village's Director of Public Works and Village Manager by phone and email to report its failure to collect on a scheduled date. If Contractor fails to provide service, make up service will be provided within twenty-four (24) hours, or the cost of the Village to provide service will be deducted from that month's billing.

When any dispute arises between a resident and the Contractor, as to the manner or placing of Approved Containers for collection or preparation of Recyclable Materials, or any matter arising under this Contract and the Contractor is unable to resolve a complaint within seventy two (72) hours after receipt of a complaint, written notice shall be delivered to the Public Works Director with the name and address of the resident, date and time of the complaint, nature of the complaint and the Contractor's response. The Director of Public Works shall intervene, mediate the dispute and render a final binding decision.

6. Procurement of Recycled Products:

Contractor must demonstrate its commitment to procure products with recycled content. At a minimum, this shall include its use of all paper on which will be printed correspondence and other information being sent to residents serviced under this Contract.

7. Contractor's Personnel:

- a. The Contractor shall assign a qualified person or persons to be in charge of its operations in the Village and shall provide the name or names to the Village. Information regarding experience of each person shall also be furnished.
- b. All collection employees shall be required to wear a work uniform. Said uniform shirt or jacket is to clearly indicate the employee's first name and that he/she is employed by the Contractor. The Village shall have the right to require or define what shall be considered suitable work clothes for collection employees.

- c. Each employee driving a vehicle shall at all times carry a valid Illinois Operator's license for the type of vehicle he/she is driving.
- d. No person shall be denied employment by the Contractor for reasons of race, creed, color, sex, national origin, or any other prohibited basis.

Section 3: ADDITIONAL REQUIREMENTS

A. Insurance:

Contractor shall procure and maintain, at its sole cost, for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees, or subcontractors.

1. Minimum Insurance: The Contractor shall at all times during the term of this Contract maintain in full force and effect Worker's Compensation, Employer's Liability, Comprehensive General Liability, Environmental Liability and Automobile Liability Insurance, including contractual liability coverage. The Contractor shall carry the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in at least the limits specified below:

| | |
|---|---|
| Worker's Compensation | Statutory as amended from time to time |
| Employer's Liability | \$1,000,000.00 per employee and per occurrence |
| Comprehensive General Liability Bodily injury or death | \$1,000,000 per occurrence/\$3,000,000 in aggregate |
| Comprehensive General Liability Property Damage | \$1,000,000 per occurrence/\$3,000,000 in aggregate |
| Comprehensive General Liability All other types of liability | \$1,000,000 per occurrence/\$3,000,000 in aggregate |
| Environmental Liability | \$1,000,000 per occurrence/\$3,000,000 in aggregate |
| Automobile Liability (Bodily Injury and Property Damage) | \$3,000,000 combined single limit |
| Excess or Umbrella Liability | \$5,000,000.00 per occurrence |

2. Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its elected and appointed officers, officials, employees, and agents (the "Village and its Affiliates"), or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

a. Comprehensive General Liability, Automobile Liability and Environmental Coverages:

- 1) The Village and its Affiliates are to be covered insureds with respect to liability arising out of activities performed by or on behalf of the Contractor, premises owned, occupied or used by the Contractor, or vehicles owned, leased, hired or borrowed by the Contractor. The coverage shall contain special limitations on the scope of protection afforded to the Village and its Affiliates. The wording "The Village of Oak Lawn, its elected and appointed officers, officials, employees, and agents are additional named insureds" must appear on the certificate, and the Village of Oak Lawn shall be named as a certificate holder and shall be entitled to all notices.
- 2) The Contractor's insurance coverages shall be primary insurance as respects the Village and its Affiliates. Any insurance or self-insurance maintained by the Village and its Affiliates, and agents shall be in excess of the Contractor's insurance and shall not contribute to it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect any coverage provided to the Village and its Affiliates.
- 4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

a. Workers Compensation and Employers Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village and its Affiliates for losses arising from work performed by the Contractor (or the Village).

b. Excess or Umbrella Liability:

Excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

c. All Coverages:

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

4. Acceptability Of Insurers:

Insurance is to be placed with insurers having a Best's rating of no less than A- or better and of a class size "X" or higher by A.M. Best Company. Insurer shall be a licensed insurer in the State of Illinois.

5. Verification Of Coverage:

Contractor shall furnish the Village with Certificates of Insurance and with the original endorsements evidencing such coverage, which shall be attached to the Contract and incorporated herein as **Exhibit 4**. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Village before work commences.

The Village reserves the right to require complete certified copies of all required insurance policies, at any time.

6. Subcontractors:

Contractor must disclose if any subcontractors will be used for any of the Services. Contractors shall include all subcontractors as insureds under its policies or shall furnish certificates and endorsements for each subcontractor. All coverages for subcontractors shall adhere to all of the requirements stated herein.

B. Indemnifications:

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless, the Village and its Affiliates and their assigns from any and all claims, lawsuits, judgments, or other liabilities directly or indirectly, arising out of, from, or as a result of the acts of omissions of the Contractor, or its officers, employees, or agents, or a breach by the Contractor of the provisions of this Contract. In connection with any such claims, lawsuits or liabilities, the Village and its Affiliates and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all attorneys' fees, expenses, fees, judgments, settlements, and all other costs arising out of such claims, lawsuits or liabilities.

The Contractor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other litigation expenses of the Village and its Affiliates and their assigns arising there from or incurred in connection with any matters covered by this indemnity provision.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor or the Village and its Affiliates and their assigns, shall in no way limit the responsibility to indemnify, keep and hold harmless, and

defend the Village and its Affiliates and their assigns, and to pay expenses and damages of any kind as herein provided. Notwithstanding the foregoing, the Contractor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the Village or its Affiliates and their assigns.

C. Performance Bond:

At or prior to commencing Service, the Contractor shall furnish to the Village, a Performance Bond in favor of the Village, specified by name in the amount of one million dollars (\$1,000,000) with corporate surety to be approved by the Village, guaranteeing the faithful performance of the Contract. The Performance Bond guaranteeing performance shall remain in effect for the term of the Contract and shall be delivered prior to starting work hereunder. A new Performance Bond shall be delivered to the Village a minimum of sixty (60) days prior to the expiration date of the existing Performance Bond.

D. Assignment:

No assignment in whole or in part of this Contract shall be made by the Contractor without the express written consent of the Village. In the event of any assignment, the assignee shall assume the liability of the Contractor, and the Contractor shall not be relieved of such liability without the Village's consent.

Any written consent of the Village to a partial or total assignment shall be conditioned upon delivery by the Contractor to the Village of a Labor and Material Payment Bond in favor of the Village, specified by name in the amount of one million dollars (\$1,000,000) with corporate surety to be approved by the Village. The Labor and Material Payment Bond shall guarantee the completion of this Contract, and the payment of material used in completing all work and all labor performed in such work, whether by assignee(s), subcontractor(s), or otherwise. The Labor and Material Payment Bond shall remain in effect for the term of this Contract and shall be delivered prior to any work hereunder. A new Labor and Material Payment Bond shall be delivered to the Village a minimum of sixty (60) days prior to the expiration date of the existing Labor and Material Payment Bond.

E. Bankruptcy:

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract shall terminate effective on the date and at the same time the bankruptcy petition is filed, subject, however, to the Village's right to recover for any breach under such Contract. It is further agreed that nothing in this paragraph shall prevent the Village from collecting any amount owed, including, but not limited to, costs, expenses, and attorney's fees, from the Contractor's Performance Bond. The Contractor guarantees to list the Village as a creditor in any bankruptcy filing.

F. Poor Performance: Default:

1. If the Contractor fails to collect materials herein specified for a period in excess of two (2) consecutive, scheduled working days, or fails to provide the Services in a satisfactory manner as determined by the Village, the VILLAGE may elect to take the following action:

a) Notify the Contractor in writing of its default under the Contract, and that this Contract will be terminated unless the Contractor shall perform to the satisfaction of the Village within five (5) days of the date the aforesaid notice was mailed by the Village. In the event the default is not cured, the Village may terminate this Contract, and the Village's obligation and Contractor's rights hereunder shall cease and be no further in force and effect.

b) The Village shall have the right to contract with another party to collect refuse, recycling and landscape waste if the Contractor does not perform as specified in this Contract, and any expenses incurred by the Village which are not satisfied by the revenues generated from the existing rates herein specified, shall be charged to the Contractor.

2. Contractor agrees that in the event it fails to fulfill any of the provisions stipulated in the Contract, the Village may, at its option, without waiving any of its other rights, hire such persons and equipment and enter such contracts as it may deem necessary to perform the work described herein. In addition, the Village shall be entitled to all losses, including all costs, expenses, and attorney's fees, arising out of or in conjunction with, or otherwise resulting from, such failure of performance on the part of Contractor.

3. The Village may collect any costs, expenses, and attorney's fees incurred as the result of the Contractor's default from Contractor's Performance Bond.

4. Any and all Village rights shall be cumulative.

G. Termination:

The Contract shall continue in full force and effect through its term, or any extension thereof, unless terminated in accordance with the provisions of the Contract. Written notice of termination may be given during the fourth year by either party upon sixty (60) days written notice. In the event of default in the performance of this Contract, in addition to other remedies available, the party not in default may terminate this Contract upon thirty (30) days written notice.

H. Point of Contact:

Contact between the Contractor and the Village shall be with the Village's designated contact person, who is the Director of Public Works, Department of Public Works, 9446 South Raymond Avenue, Oak Lawn, Illinois 60453, but the Village Manager may designate a contact person other than said Director.

I. Taxes:

The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Contractor in connection with the Contractor's facilities and the work performed by the Contractor pursuant to this Contract.

J. Safety:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services under this Contract. The Contractor and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970, as amended. Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and work safety training. In the event of accidents of any kind, which involve the Contractor, its employees or its vehicles or equipment in regard to the general public and/or private or public property or private or public vehicles in the Village, the Contractor shall immediately notify the Village Manager as well as the Village's Police Chief. Upon the request of the Village, the Contractor shall provide such accounting of details and/or copy of written accident report as the Village may require.

K. Damages:

The Contractor shall take all necessary precautions for the protection of public or private property and personal safety. The Contractor shall be responsible for damages to public or private property resulting from careless operation of vehicles or equipment or careless handling of any approved container. All property which suffers damage caused by the willful misconduct or negligent acts or omissions of Contractor, including, but not limited to containers, carts, sod, mailboxes, or recycling bins, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner.

Notwithstanding the foregoing, the Contractor shall not be responsible for any damage to the pavement, curbing or other driving surfaces resulting from the weight of vehicles used in providing the Services, except for damage caused by the negligence or willful misconduct of the Contractor.

L. Force Majeure:

Neither the Village nor the Contractor shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to acts of God, wars, strikes, walkouts, fires or natural calamities, except as provided in Section 2, Paragraph P (1) above.

M. Change in Service:

If the Village elects to change the type of service provided during the term of this Contract, including, but not limited to, type of material collected, method of handling, and/or method of collection, the Village shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least sixty (60) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate in good faith the terms, frequency, and prices of such change in service after such written notice is served, unless such pricing options were submitted in the Contractor's original Proposal, in which case those options may be implemented with a minimum of sixty (60) days' notice. Such modifications shall be contained in a written Contract amendment executed by the parties.

N. 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 or the cost of its services in accordance with the provisions of this Contract. If, during the time this Contract is in effect, any significant “change” in the manner of collecting, hauling, recycling and disposing of refuse, recyclable materials, yard waste, white goods or other materials as provided in this Contract is imposed on the Village, its residents and/or Contractor, then at the Village’s or the Contractor’s election, the provisions of this Contract that are affected by these changes may be renegotiated. The Contractor and Village agree to negotiate in good faith relating to the services affected by the change in law.

“Change” shall mean, but not be limited to, any significant regulatory change in the county, state or federal laws, ordinances, regulations, or interpretations thereof by the governmental agency charged with the enforcement thereof that has a significant impact on the refuse and landscape waste removal (including recycling) or the cost of its services in the Village.

O. Data Collection and Reporting:

The Contractor shall collect and maintain accurate data, records, and receipts, and shall report to the Village the following data:

- (a) Total weight of refuse collected per month
- (b) Total weight of landscape waste collected per month
- (c) Total weight of recyclables collected per month, name and location of the Material Recovery Facility and tipping fee savings.

The Contractor shall deliver quarterly reports containing the above information to the Village no later than fifteen (15) days after the close of the month. At the request of the Village, reports shall follow a format prescribed by the VILLAGE.

The data shall be used for purposes including, but not limited to, publicizing recycling participation rates and quantities and other statistics to residents; and documentation of amount of Village waste generation, diversion, and recycling or other reporting requirements as may be required by the State of Illinois, Cook County, or other agencies during the term of this Contract.

P. Meeting and Performance Review:

The Contractor shall work cooperatively throughout the term of the Contract with the Village to address and minimize complaints from residents and to resolve any issues/problems/concerns of the Village. The Contractor’s representative(s) shall attend a Village Committee and/Board of Trustee upon request. The Contractor’s route manager/supervisor of the Contract shall be one of the representatives at such meeting if requested by the Village. In addition, Contractor’s representative(s) shall meet with Village staff at least twice a year to discuss Contractor’s performance and any ongoing issues.

Q. Billing:

The Contractor shall submit a monthly invoice to the Village for services provided under the Contract at the rates established on the Price Sheet, **Exhibit “3”**. Payment shall be due within sixty (60) days of the invoice date and be made in the form of a check or electronic funds transfer.

If Village utilizes a credit card for payment, a two percent (2%) fee will apply to payment. The Contractor may charge interest on amounts due pursuant to this Agreement that exceed thirty (30) days past due in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).

R. Permits; Compliance with Laws:

The Contractor shall obtain at its own expense, all permits and licenses required by Federal, State, County or local laws, ordinances, rules, or regulations, and maintain same in full force and effect.

The Contractor shall comply with all laws, statutes, ordinances and regulations of any governmental body, including but not limited to the Village and federal, state, county and local governments, that are applicable to or in any manner may affect the Services performed under the Contract, including, but not limited to the following:

1. Business Organization:

The Contractor shall identify its types of business organization along with its Federal Employer I.D. number (*or Social Security # if a sole proprietor or individual*).

2. Non-Discrimination: Equal Opportunity

Contractor is an “equal opportunity employer” as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference.

Contractor and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

Contractor shall perform the Contract in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and Contractor shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service.

Equal Employment Opportunity: In the event of the Contractor’s noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission’s Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and this Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by federal, state, county or local statute, ordinance or regulation. During

the performance of this Contract, the Contractor agrees to comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including without limitation 775 ILCS 5/2-105, and the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A), as amended from time to time, and set forth as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service, or any other protected class of persons listed under federal, state or county law, as amended; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service .
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include, verbatim or by reference, the provisions of this clause in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the Village and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractors declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts within the State of Illinois or any of its political subdivisions or municipal corporations.

3. Illinois Prevailing Wage Act

The Contractor shall strictly comply with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and all rules and regulations therein and agrees to pay the applicable prevailing wage rates.

4. Participation In Apprenticeship And Training Program:

If the Contractor participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, it shall provide that information.

5. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Company's/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Village on request.

6. Payments to Illinois Department of Revenue (65 ILCS 5/11-42.1)

The Contractor is not delinquent in payment of any taxes to Illinois Department of Revenue.

7. Certification under 720 ILCS 5/33E-11

The Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal

Code of 1961, 720 ILCS 5/33E-3, -4, or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

8. Compliance with the Illinois Drug-Free Workplace Act

The Contractor, pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), shall provide a drug-free workplace for all employees engaged in the performance of work under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act and shall not be ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

9. Proposal is not collusive or a sham.

The Contractor certifies that its Proposal was genuine and not collusive or sham; that it has not colluded, conspired, connived, or agreed, directly or indirectly, with any other contractor or person, to put in a sham Proposal, or to refrain from submitting a Proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said Proposal, or that of any other contractor, or to secure any advantage against any other Contractor or any person interested in the proposed contract.

10. Compliance with Illinois Freedom of Information Act (FOIA)

Section 7(2) of FOIA, 5 ILCS 140/7(2), requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village.

The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor agrees to defend, indemnify and hold harmless the Village and its Affiliates, and agrees to pay all costs incurred by the Village connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to

defend any denial of a FOIA request pursuant to the Contractor's request to utilize a lawful exemption.

11. Compliance with all safety standards.

- a) The Contractor shall comply with all local, state and federal safety standards.
- b) Equipment supplied to the Village must comply with all requirements and as specified by the Occupational Safety and Health Act (OSHA). All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.
- c) Any determination by a court or governmental agency of Contractor's violations of federal, state, or local laws, including but not limited to serious, willful or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, or the Federal Davis-Bacon and Related Acts shall be cause for the Village to terminate the Contract for non-compliance with the required standards of performance.
- d) OSHA Safety Training: All employees expected to perform work shall have completed a ten (10)-hour or greater OSHA safety program. Only workers that have satisfactorily completed a ten (10)-hour or greater OSHA safety program will be allowed to participate on the Contract work.

12. Proper classification of employees and independent contractors.

Individuals to perform work on behalf of the Contractor shall be properly classified as either (i) an employee or (ii) an independent contractor under all applicable state and federal laws and local ordinances.

13. Conflict of Interest.

The Contractor represents and certifies that, to the best of its knowledge: (1) no Village employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Contract, neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the Term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

14. Over width & Overweight Permits:

The Village has and supports an overweight truck enforcement program. Contractor shall comply with weight requirements and safety requirements, as established by Illinois law and Village ordinance, for vehicles, vehicle operators, and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the

movement of overwidth or overweight loads utilizing a Village roadway. Such movement will require obtaining a permit and permission as follows:

- a. The Police Department Traffic Supervisor will receive and is authorized to issue all overwidth or overweight permits for Village roadways.
- b. The Police Department, upon receiving such a request, will determine and direct permit applicant as to which route will be authorized.
- c. The Police Department will retain one (1) copy of each completed permit form, and one (1) copy will be forwarded to the Contractor.

S. Governmental Contract Compliance Certifications Form

Contractor shall comply with and certify compliance with those State and federal laws and other requirements, as set forth in Paragraph R above, by executing the Governmental Contract Compliance Certification Form as **Exhibit 5** to this Contract. The Contractor and subcontractor(s) have a continuing obligation to report any material changes to their status as it pertains to any of those items at any time. Such changes must be reported in writing to the Village within fourteen (14) days of its occurrence.

T. Village Performance:

The Village agrees that it shall perform all its obligations required by this Contract and comply with all reasonable requests of the Contractor which are made to implement the Services which are the subject of this Contract or which facilitate the intent of the Contract.

U. Law to Govern, Venue, and Severability:

This Contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and venue shall be in Cook County, Illinois. The invalidity of one or more of the phrases, sentences, clauses or subsections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of the Contract can be determined and effectuated.

V. Non-binding Arbitration:

Should a dispute arise between the Village and Contractor over terms and conditions of this Contract, the parties may agree to submit said dispute to a board of three arbitrators, one appointed by the Village Manager, a second appointed by the Contractor and a third appointed by said two arbitrators. Notwithstanding, nothing in this paragraph shall limit the rights of the parties in applying for judicial relief, after such arbitration has been concluded or attempted. The arbitrators' fees shall be paid by the parties in equal shares. No dispute, controversy or claim regarding any change in the fees, rates or structure thereof shall be subject to arbitration.

W. Successors and Assigns:

This Contract shall be binding upon the parties, their successors and assigns.

X. Independent Contractor:

The Contractor shall be deemed to be an independent Contractor, solely responsible for the payment of its employees and the control of its employees and their work. The Contractor is solely responsible for compliance with all applicable Federal, State, and Local laws.

Y. Notifications:

Official notifications, whenever required for any purpose under this Contract, shall be made in writing and addressed to the Village as follows:

Village of Oak Lawn
Village Manager
9446 South Raymond Avenue
Oak Lawn, Illinois 60453

If to the Contractor:

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage and certification or registry fees full pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the third day after the date of the U.S.P.S. postmark.

Z. Counterparts:

This Contract may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

AA. Modification:

This Contract constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

BB. Illegal Provisions

If any provision of this Contract, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Contract, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby. If any provision of the Contract shall be declared illegal, void or unenforceable, the remaining provisions shall not be affected thereby but shall remain in full force and effect.

CC. Authority

The individuals, by their signatures below, hereby represent and warrant that they have been fully authorized to execute this Contract on behalf of their corporate entity, and that they so execute this Contract as their free and voluntary act on behalf of said entity.

IN WITNESS WHEREOF, the Village of Oak Lawn has caused this Contract to be executed by its duly authorized officers on the date noted below; and, the Contractor has executed this Contract in its authorized corporate capacity on the date noted below. The Effective Date of this Contract shall be listed at Page 1 and shall be the date that the last signatory signs this Contract below.

VILLAGE OF OAK LAWN

By: _____
President

Attest: _____
Village Clerk

Date: _____, 2025.

CONTRACTOR

By: _____
Member / Authorized Officer / Agent

Its: _____

Attest: _____
Corporate Secretary

Date: _____, 2025.

EXHIBIT 1

PUBLIC LOCATIONS

The following Municipal Buildings/Facilities for which Refuse, Recyclables, and Landscape Waste Collection & Disposal Services are to be provided at no additional cost to the Contract:

Municipal Center

| | |
|---------------------|--|
| 9446 Raymond Avenue | Administration/Legislative, Administrative/Finance, Public Works and Quality Control Offices, Police Department Headquarters, Fire Station No. 3, Information Technology, Civil Service and Fire & Police Commission Offices, Library Building |
|---------------------|--|

Public Safety Buildings 4401

| | |
|---|--|
| West 103 rd Street 6451 West | Fire Station No. 1 |
| 93 rd Place | Fire Station No. 2, including Administration and Training Facilities |

Public Works Facilities

| | |
|-------------------------------|---|
| 9100 South Kilbourn | A. J. Reich Pumping Station and Water Division |
| 5040 W. 111 TH ST. | Street & Sewer Divisions Offices, Garage. |
| 11000 S. Lavergne | Equipment Maintenance Division Office, Garage, Storage Yard and Fuel Pumping Station. |

Transportation Center

| | |
|------------------------|-------------------------|
| 5100-5110 Museum Drive | Children's Museum |
| 5115 Museum Drive | Commuter Train Station |
| 5120 Museum Drive | Commuter Parking Garage |

PICK-UP DAY MAP

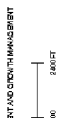


EXHIBIT 3
PRICE SHEET

Contractor's Price Proposal, Attachment B to its Proposal, as it may be modified and agreed upon, shall become this Exhibit 3 and a part of this Contract.

EXHIBIT 4

CONTRACTOR'S INSURANCE CERTIFICATES

EXHIBIT 5

**VILLAGE OF OAK LAWN
GOVERNMENTAL CONTRACT COMPLIANCE CERTIFICATIONS
CONTRACT FOR REFUSE, RECYCLABLES,
LANDSCAPE, ELECTRONIC & HAZARDOUS WASTE COLLECTION &
DISPOSAL SERVICES**

I, _____ (name), certify that I am employed as the
_____ (title) of _____ (Contractor) and I hereby certify that
I am authorized to make this certificate and that I have personal knowledge of the matters certified
to herein, and that following certifications are true and correct:

1. The Contractor is a business organization:

Federal Employer I.D. #: _____
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Contractor is (check one):

____ Sole Proprietor
____ Independent Contractor (Individual)
____ Partnership
____ LLC
____ Corporation State: _____ Date of Incorporation: _____

2. Non-Discrimination: Equal Opportunity Employer

The Company is an "equal opportunity employer" as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, required by the Illinois Department of Human Rights' Regulations (44 Ill. Adm. Code, Part 750, Appendix A), is a material part of this Contract.

Contractors and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

Contractor shall perform the Contract in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Contractor shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service.

3. Illinois Prevailing Wage Act

The Contractor complies with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and all rules and regulations therein and has done so for the past five (5) years. The Company has reviewed the Prevailing Wage Act and agrees to pay the applicable prevailing wage rates and will strictly comply with the Prevailing Wage Act and related requirements.

4. Participation In Apprenticeship And Training Program: Yes [] No []

Contractor participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: _____
Brief Description of Program: _____

5. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Company's/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Village on request.

6. Payments to Illinois Department of Revenue (65 ILCS 5/11-42.1)

The Contractor is not delinquent in payment of any taxes to Illinois Department of Revenue.

7. Certification under 720 ILCS 5/33E-11

The Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

8. Compliance with the Illinois Drug-Free Workplace Act

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

9. Proposal is not collusive or a sham.

The Contractor certifies that its Proposal was genuine and not collusive or sham; that said Contractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Contractor or person, to put in a sham Proposal, or to refrain from submitting a Proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said Proposal, or that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed contract.

10. Compliance with Illinois Freedom of Information Act (FOIA)

The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The undersigned agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract.

11. Compliance with all safety standards.

The undersigned hereby certifies that the Contractor shall comply with all local, state and federal safety standards, shall comply with all requirements of the Occupational Safety And Health Act (OSHA) and provide the required OSHA safety training for employees expected to perform work under the Contract.

12. Proper classification of employees and independent contractors.

Individuals who will perform work on behalf of the Contractor are properly classified as either (i) an employee or (ii) an independent contractor under all applicable state and federal laws and local ordinances;

13. Conflict of Interest

The Contractor represents and certifies that, to the best of its knowledge: (1) no Village of Oak Lawn employee or agent is interested in the business of the Contractor or this Contract; (2) as of the date of this Contract, neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) the Contractor nor any person employed by or associated with the Contractor shall at any time during the Term of this Contract obtain or acquire

any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

On behalf of the Contractor, I hereby certify that the statements set forth above are true and correct.

Contractor Name

By: _____
Name/Title

Signature

SUBSCRIBED AND SWORN to before
me this _____ day _____, 20__

Notary Public

EXHIBIT 6



EXHIBIT 7

**YARD
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ONLY**

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