

**CONTRACT FOR GARBAGE, REFUSE, RECYCLING, AND YARD WASTE  
COLLECTION SERVICES**

THIS CONTRACT FOR GARBAGE, REFUSE, RECYCLING AND YARD WASTE COLLECTION SERVICES (this "Contract"), is made and entered into effective as of the 5<sup>th</sup> day of November, 2012 (the "Effective Date"), by and between the Village of Shiloh (the "Village"), and Allied Waste Transportation, Inc., a Delaware corporation d/b/a Allied Waste Services of Edwardsville // Republic Services of Edwardsville ("Contractor").

**RECITALS:**

WHEREAS, Contractor submitted a proposal and bid to provide solid waste collection and disposal and recycling collection services within the Village and to perform such work as may be incidental thereto. The Village has awarded the contract to Contractor.

WHEREAS, Contractor will collect and dispose of solid waste and collect recyclable materials in accordance with the terms of this Contract and the Village's bid specifications.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Contractor is hereby granted the sole and exclusive recyclable material collection and solid waste collection and disposal franchise, license, and privilege within the territorial jurisdiction of the Village as provided for in Ordinance #2012-09-24A included by reference, and Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide such services as specified and to perform all work called for and described in the contract documents for the period of five (5) years beginning on November 5, 2012 and continuing through November 5, 2017. Notwithstanding anything to the contrary in the RFP, defined below, the term of the Contract shall automatically renew for successive three (3) year terms, unless either party provides the other party notice at least 90 days prior to the end of the then current term of its intent to terminate the Contract at the end of such term.
2. The contract documents ("Contract Documents") include the following documents, and this Contract expressly incorporates the same as fully as if set forth verbatim in this Contract:
  - (a) This instrument;
  - (b) Exhibit A –Email indicating cost for weekly collection of yard waste (customer optional) which shall replace item No. 2, Bi-Monthly (once every other week) Collection of Yard Waste of the RFP Bid Schedule;
  - (c) Exhibit B – Contractor's Pricing
  - (d) Exhibit C – Village's Request for Proposals with Qualification (the "RFP"), but, only to the extent not in conflict with or amended by this instrument (a);- with the modification to Residential Yard Waste Collection on pages 2 and 7 of 28 changing the references to bi-monthly and once every other week pick up to weekly pick up.
  - (e) The performance bond; and
  - (f) Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.

3. All provisions of the contract documents shall be strictly complied with and conformed to by Contractor. No amendment to this contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

4. **Force Majeure**

Except with regard to a party's obligation to make payments due under this Contract, in the event either party hereto is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations, then upon a written notice setting forth the specifics within a reasonable time, the obligations of the party giving such notice, insofar as they are affected by such Force Majeure, from its inception, shall be excused during the entire period of any inability so caused but for no longer period. "Force Majeure" means any event that prevents a party from complying with its obligations under this Agreement, including acts of God (including, without limitation, earthquakes, tornadoes, hurricanes and severe weather events), impassable roadways, labor disputes, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the Party claiming Force Majeure and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

5. **Miscellaneous Terms**

This Contract shall be interpreted and governed by the laws of the State of Illinois.

This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

6. **Modification and clarification of RFP**

(a) Under Hazardous Waste on page 5 of the RFP add, "Hazardous Waste also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the Effective Date, is determined to be hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination."

(b) Under Refuse on page 5 of the RFP add, "Refuse shall not include any Unacceptable Waste."

- (c) Under Rubbish on page 6 of the RFP add, “unacceptable waste” after hazardous waste.
- (d) Add a definition of Unacceptable Waste as Highly flammable substances, Hazardous Waste (as defined above), liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.
- (e) Under Spring Cleanup Material on page 6 of the RFP add, “AND UNACCEPTABLE WASTE” after the words hazardous waste.
- (f) Under Contractor’s Employees on page 12 of the RFP, the words “and he shall furnish the Village a current list of all employed with proper names and addresses thereon and maintain the same current at all times” shall be deleted.
- (g) Under Disputes with Contractor on page 13 of the RFP, the words “excessive disputes” shall be removed and replaced with “three (3) or more disputes with the same customer”.
- (h) Under Title to Waste on page 15 of the RFP add, “Notwithstanding anything set forth in this Agreement or otherwise to the contrary, ownership and liability of Excluded Waste shall not pass to Contractor and shall always remain with the generator of such waste, irrespective of delivery to, inspection by, and/or acceptance by, Contractor, and such ownership and liability shall survive the termination of this Agreement.”
- (i) On page 16 of the RFP, the paragraph starting with the words “The Contractor agrees that should an emergency arise” shall be deleted in its entirety and replaced with the following: “The Contractor agrees that should an emergency arise, due to a severe windstorm, tornado, or other similar act of God, which would require additional hauling equipment by the Village, Contractor shall, upon the request of the Village, provide additional temporary roll-off containers and other similar equipment to the Village and shall service such equipment. During said time, the Village shall pay Contractor for the additional services and use of the additional equipment.”
- (j) The following language shall be added at the end of the Collection Equipment section, which starts on page 15 and ends on page 17 of the RFP, “All carts, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor’s property. The Village shall be liable for all loss or damage to carts and containers located at Village facilities (except for normal wear and tear and for loss or damage resulting from Contractor’s handling of the equipment). Village residents shall individually be liable for all loss or damage to carts and containers located at its residence (except for normal wear and tear and for loss or damage resulting from Contractor’s handling of the equipment). Village and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.”
- (k) Page 18 of the RFP, includes assignment language stating, “This contract cannot be assigned by the Contractor without prior approval of the Village.” The language “which approval shall not be unreasonably withheld” shall be added at the end of that sentence.

- (l) The following changes shall be made to the Insurance section on page 18 of the RFP:
  - The words “except for Workers’ Compensation” will be added after the words “additional insured” in the second full paragraph.
  - In the third paragraph, the words “or other satisfactory” shall be replaced with “to” and the words “permitted to expire or be changed” shall be deleted.
- (m) In the Indemnity Section on page 19 of the RFP, the words “willful misconduct or negligent” shall be inserted before the words “act of omission or commission.”
- (n) The Property Damage section on page 19 of the RFP shall be deleted in its entirety and replaced with the following: “Contractor shall be responsible for damages to the Village’s property (culverts, alleys, ruts, etc.) to the extent caused by the Contractor’s negligence, gross negligence, strict liability or willful misconduct, and the Contractor shall have no less than five (5) days, of notice by the Village, to ameliorate any and all damage to such property. If similar damage occurs three (3) times or more during the life of the contract, the Village shall fine the Contractor \$500.00 per occurrence if the problems are not addressed satisfactorily. The Contractor shall not be liable for, and this section shall not apply to, damage resulting solely from the weight of Contractor’s vehicles,” so long as Contractor’s vehicles comply with all weight requirements as set forth in the Contract Documents.
- (o) Replace the language under Legal Fees on page 20 of the RFP with, “If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys’ fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.”
- (p) On page 21 of the RFP remove item 3A.

7. **Termination of Contract**

In the event of a failure by Contractor to perform any material provision of this Contract, the Village shall give written notice of such breach to the Contractor along with at least thirty (30) days (the “cure period”) to correct such breach. Village may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and Village so notifies Contractor in writing of such termination action. At such time, Village shall pay Contractor only all charges and fees for the services performed for the Village only, not its residents, on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, Village, as its sole and exclusive remedy may exercise its rights under Contractor’s performance bond, if any, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the Village to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

In the event of a failure by Village to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the Village along with at least thirty (30) days (the “cure period”) to correct such breach. Contractor may terminate this Contract after such cure period if Village has not adequately corrected such breach in accordance with this Contract and Contractor so notifies Village in writing of such termination action. At such time, Village shall pay Contractor for all charges and fees for the services performed on or before such

termination date. Thereafter, following any such termination and the final payment from the Village to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

IN WITNESS WHEREOF, the parties have entered into this Contract effective as of the Effective Date.

VILLAGE OF SHILOH, ILLINOIS

By: *James A. Vernier II*  
Name: James A. Vernier II  
Its: Mayor

ALLIED WASTE TRANSPORTATION, INC.

By: *William C. Linticum*  
Name: WILLIAM C. LINTICUM  
Its: GM

Attest:

*Brenda A. Kern*  
BRENDA A. KERN, MMC  
VILLAGE CLERK



## Exhibit A

**Kathy Wangler**

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**From:** Piazza, Susan <SPiazza@republicservices.com>  
**Sent:** Tuesday, October 16, 2012 10:53 AM  
**To:** Brenda Kern; 'Jim Vernier'  
**Cc:** Linthicum, William; Ulrich, Jason; Pensoneau, Thomas; Norm Etling; Kathy Wangler  
**Subject:** YW price

**Importance:** High

Mayor: We would like to propose the following rate for weekly yard waste: \$9.95. As we discussed last night, this would need to be an addendum to our contract. Although based on conversation last night I think you want to switch to this, please confirm. Also, as stated last night, we cannot offer YW service both every other week and weekly. It needs to be one or the other. If you decide to go with weekly, we need to then put a plan in place on how to inform the residents; as well as contact residents that have already signed up at the EOW rate.

Just so you are aware, the subscription rate for YW with other haulers ranged from \$11.50 to \$12.50 per month. I will be happy to answer any questions you may have. Thanks!

Susan

Susan Piazza  
Manager, Business Development  
Municipal Services  
Allied Waste/Republic Services  
4601 Cahokia Creek Road  
Edwardsville, IL 62025  
cell: 618.581.8578  
*Republic Services is an environmental partner you can count on.*

Exhibit B

**REPUBLIC SERVICES - FIVE YEAR PRICING**

No	Description	Year 1 Cost/Mth	Year 2 Cost/Mth	Year 3 Cost/Mth	Year 4 Cost/Mth	Year 5 Cost/Mth
1	WEEKLY COLLECTION OF GARBAGE, REFUSE, RUBBISH AND ASHES	\$ 9.96	\$ 10.16	\$ 10.36	\$ 10.57	\$ 10.78
2	WEEKLY COLLECTION OF YARD WASTE (CUSTOMER OPTIONAL)	\$ 9.95	\$ 10.15	\$ 10.35	\$ 10.56	\$ 10.77
3	WEEKLY COLLECTION OF RECYCLABLE MATERIALS (CUSTOMER OPTIONAL)	\$ 3.73	\$ 3.80	\$ 3.88	\$ 3.96	\$ 4.04

11/5/2012 - 10/31/2013 > > > >	Year 1
11/1/2013 - 10/31/2014 > > > >	Year 2
11/1/2014 - 10/31/2015 > > > >	Year 3
11/1/2015 - 10/31/2016 > > > >	Year 4
11/1/2016 - 10/31/2017 > > > >	Year 5

Exhibit C

**Village of Shiloh**  
1 Park Drive  
Shiloh, IL 62269  
618-632-1022 Phone  
618-632-8942 Fax  
[www.shilohil.org](http://www.shilohil.org)

PROPOSAL SUBMITTED BY

VENDOR

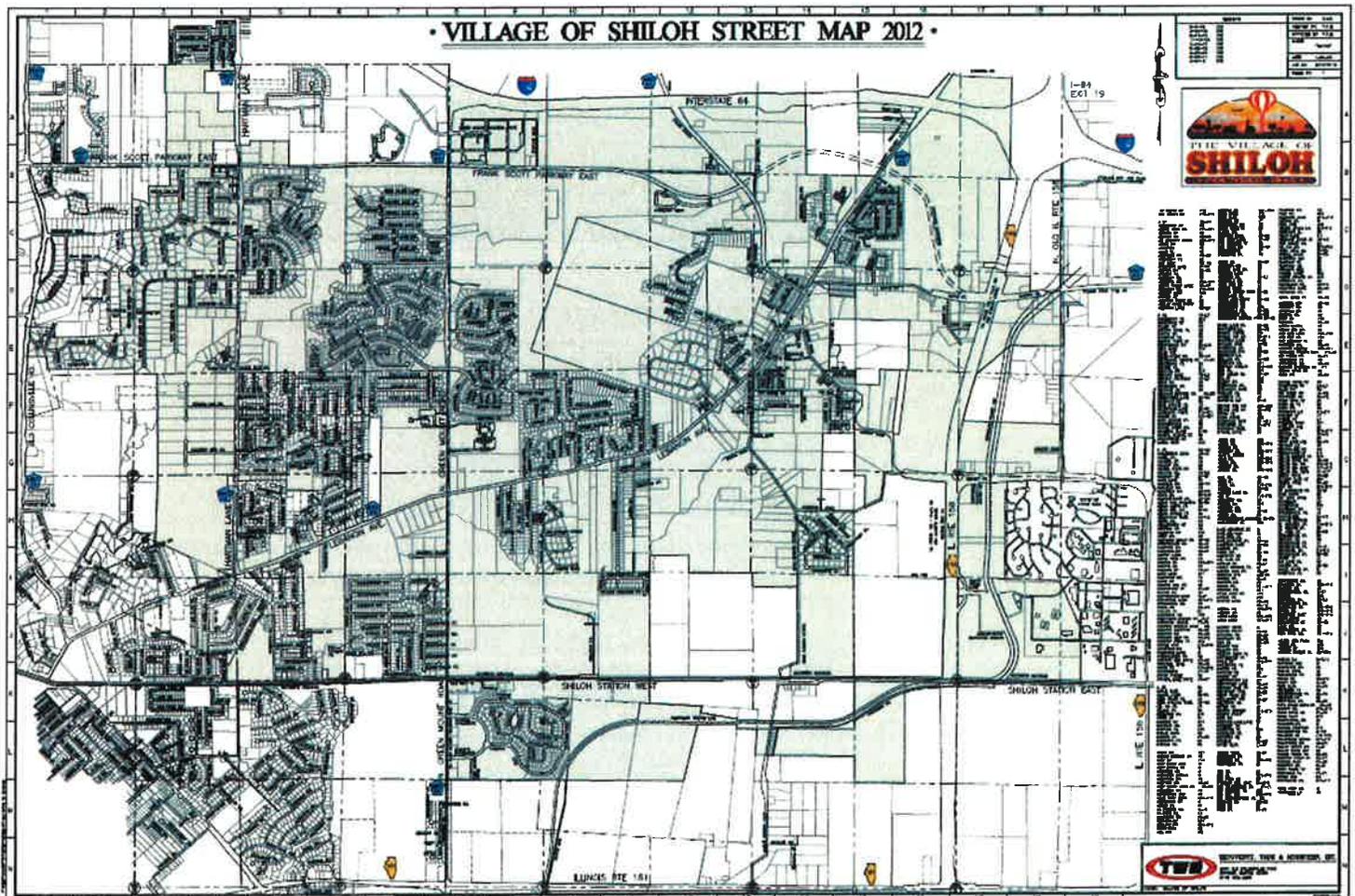
*Republic Services*

ADDRESS

*4601 Cahokia Creek Rd  
Edwardsville, IL 62025*

**REQUEST FOR PROPOSAL**

**Garbage, Refuse, Recycling, Yard Waste and Leaf  
Collection Services**



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## **NOTICE TO BIDDERS**

### **REQUEST FOR PROPOSAL FOR GARBAGE, REFUSE, YARD WASTE AND LEAF COLLECTION SERVICES**

The Village of Shiloh, Illinois will receive sealed Request for Proposals for **GARBAGE, REFUSE, RECYCLING, YARD WASTE AND LEAF COLLECTION SERVICES**. RFP's will be accepted at the office of the Village Clerk until **10 AM on August 27, 2012** Village Hall, 1 Park Drive, Shiloh, IL, 62269, at which time RFP's will be opened and read aloud.

The specification documents are on file at the office of the Village Clerk, 1 Park Drive, Shiloh, IL. Copies of the specification documents may be obtained at the office of the Village Clerk by interested parties.

Questions concerning the specifications, preferably before the Pre-Bid Conference, may be directed in person or writing to the Village Clerk at 1 Park Drive, Shiloh, Illinois or by phone at (618) 632-1022. The Village will hold a Pre-Bid Conference on **August 20, 2012 at 10 AM** in Village Hall to answer any questions that prospective bidders may have about the specifications. Attendance is not required, but strongly encouraged.

The Village will provide the bidder with an approximation of the number of dwelling units within the Village. This approximation will not include the mobile home parks. The Village will provide a copy of the Village Map for contractor use. No additional compensation will allowed for any contractor errors in determining the number of units.

Any further interpretation of the specification documents will be made only by addendum duly issued and a copy of such addendum will be mailed or faxed to each person listed as receiving a set of such specification documents. Any person requesting an interpretation will be required to make the request in writing **not less than five (5) working days** in advance of the opening. Please see reference to questions prior to Pre-Bid Conference above. The Village of Shiloh will not be responsible for any explanation or interpretation other than the addendum(s) issued.

No bidder may withdraw his bid for a period of sixty (60) days after the actual opening date of the bid.

The Village of Shiloh reserves the right to reject any or all bids, to waive any technicality and to accept the bid that appears to be in the best interest of the Village of Shiloh.

Bidders are instructed to read and fill out the bid forms completely and RFP Proposals shall be sealed and plainly marked on the outside of the envelope "**RFP FOR GARBAGE, REFUSE, YARD WASTE AND LEAF COLLECTION SERVICES.**"

Brenda A. Kern, MMC  
Village Clerk  
Village of Shiloh

## **SPECIFICATIONS FOR GARBAGE, REFUSE, YARD WASTE AND LEAF COLLECTION SERVICES**

### **SCOPE**

These specifications are prepared to assure that the citizens of Shiloh will obtain a good, safe, sanitary method of removing and disposing garbage, refuse and waste and yard waste from their residence. In addition, these specifications provide for removal and disposal of garbage, refuse and yard waste from all Village-owned and operated facilities and waste receptacles. All provisions of the specifications shall be a part of a Contract agreement with Contractor. The Contractor shall be required to enter into a Contract with the Village in the form attached hereto.

### **TERM OF SERVICES**

The Contractor shall provide the garbage and refuse and yard waste collection services described herein for 3 year and 5 year proposals, unless said Contract is earlier terminated in accordance with the provisions of the Contract.

### **DEFINITIONS**

Ashes. The residue of materials burned excluding material from a residential unit fireplace.

Bags. Plastic sacks designed to store refuse with sufficient strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 50 lb.

Building Materials. Household generated building materials, up to 2 cubic yards total, are acceptable refuse, if placed in containers or bundled into 4' lengths and securely tied.

Bulky Waste. Stoves, refrigerators, water tanks, washing machines, hot water heaters, dish washers, air conditioners, furniture and other household waste of this nature. Refrigerators, air conditioners, and other refrigerated appliances must have the Freon removed by an appropriately licensed individual or company and the appliance tagged to indicate the Freon has been appropriately removed before it will be accepted by the contractor. Refrigerators and freezers must have their doors removed before being set out for removal.

Bundle. Tree, shrub and brush trimmings or newspapers and magazines securely tied together, forming an easily handled package not exceeding four feet in length or 50 lb. in weight.

Village. Village of Shiloh, Illinois.

Compost Yard Waste Bags. Biodegradable sacks designed to store yard waste with sufficient wall strength to maintain physical integrity when lifted. Bags must be easily identified and distinguishable from regular solid waste containers.

Contract Documents. This complete document, the performance bond and any supplements or changes to the foregoing documents agreed to by the Village and the Contractor.

Curbside Unlimited. Pickup shall provide for the collection and disposal of an unlimited amount of combined refuse, rubbish, trash, garbage, or bulky waste, appropriately bundled, contained, wrapped, or bagged and placed at the curb.

Dead Animals. Carcasses of small animals, fish and fowl not to exceed 10 lb. in weight (does not include carcasses from large animals or from veterinary hospitals or clinics).

Disposal Area. A solid waste transfer facility, incinerator, sanitary landfill, processing plant, or other solid waste handling or disposal facility utilized in the disposal of solid waste, as licensed and operated in all respects in accordance with all local, state and federal laws.

Garbage. Rejected food waste including waste accumulation of animal, fruit, or vegetable matter used or intended for food or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetable.

Hazardous Waste. Waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious, irreversible, or incapacitating reversible, illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed, and which has been identified, by characteristics or listing, as hazardous pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976, P.L. 94-580, or pursuant to Board regulations. Potentially infectious medical waste is not a hazardous waste, except for those potentially infectious medical wastes identified by characteristics or listing as hazardous under Section 3001 of the Resource Conservation and Recovery Act of 1976, P.L. 94-580, or pursuant to Board regulations.

Refuse. Putrescible and non-putrescible solid wastes, except body wastes, and including garbage, rubbish, ashes, building materials (properly bundled), incinerator ash, incinerator residue, and small dead animals.

Residential dwelling units (RDU). A residential unit shall include a single-family dwelling, multi-family dwelling unit, and mobile home not in a mobile home park whether on public or private streets.

The Contractor shall not be required to make collections from any school, commercial, or industrial establishment or mobile home park. A dwelling in a residential area which contains a "home-type" business enterprise, such as a small beauty parlor, etc., shall be considered a dwelling unit and receive collection service.

Residential Yard Waste. Household generated yard material such as grass clippings, garden debris, shrubbery or brush or tree trimmings less than 4' in length and 2" in diameter. Each household must place this material in a separate, identifiable container or Compost Yard Waste Bags.

Rubbish. All household generated waste, excluding commercial refuse, hazardous waste, construction waste, and motor vehicle parts exceeding the 4' bundles or 50 lb. limits.

Spring cleanup material. Pick up construction waste from homestead renovation and building materials which does not exceed a total of 10 cubic yards per cleanup. All materials must be contained, or when applicable (e.g., carpet and boards) must be bundled into 4' lengths and securely tied. HAZARDOUS WASTE IS NOT TO BE ACCEPTED.

Tires and automotive engine parts: Tires, tires with wheels, and automotive engine parts are not accepted.

Yard Waste Container. Households must provide their own separate yard waste container or Kraft paper bags. Yard waste containers must be prominently marked so that they may be identified by a passing truck and must be placed at the curb. Containers may not exceed 90 gallon bins and cannot exceed 50 lbs. in weight.

Yard Waste Site. A site that is licensed and operated in all respects in accordance with all local, state and federal laws to accept items for yard waste treatment.

**RESIDENTIAL COLLECTION: RESIDENTIAL REFUSE, RESIDENTIAL YARD WASTE, LEAF VACUUMING, LIMB COLLECTION, BULKY WASTE AND RESIDENTIAL RECYCLING COLLECTION**

Residential Refuse Collection Curbside Unlimited (required bid item). The Contractor shall furnish all the labor and equipment for the collection of garbage, refuse, rubbish, ashes, and building materials set out for disposal at each and every "residential" dwelling unit within the corporate limits of the Village, except as otherwise provided herein. Contractor shall make proper disposal of such materials at a solid waste handling or disposal facility utilized in the disposal of solid waste, as licensed and operated in all respects in accordance with all local, state and federal laws.

The contractor shall be responsible for all disposal, dumping, landfill, or other fees required to be paid at the disposal area for the disposal of garbage or refuse delivered by the Contractor to the disposal area.

Collection of refuse from each residential dwelling unit shall be performed once each week according to routes established by the Contractor (see attached map) and shall not begin before 7:00 a.m. (early morning collections - shall be performed in such a manner so as not to disturb residents of the neighborhood), and end no later than 6:30 p.m. The collection schedule shall be accomplished on a five (5) day week basis: Monday through Friday. It is recognized that weeks containing holidays and unforeseen emergencies will require alteration of the schedule for such situations. Contractor to provide customers with a list of holidays. Collections shall be on the same day of the week for each collection district as established, except for emergencies and holidays.

**Hand Stop Provision**—For residents with restricted physical activity conditions the contractor shall provide for the driver to go to the location of the container on the property, transport to the collection vehicle and replace the container to its original location. This is to be done at no additional charge to the customer.

Residential Yard Waste Collection (required bid item). Collection of yard waste will be optional for each residential dwelling unit and shall be performed once every other week during the full calendar year. This optional customer choice is Item #2 on the Bid Schedule. The Contractor shall, for each and every "residential" dwelling unit within the corporate limits that elects to have yard waste collection, furnish all the labor and equipment for the collection of yard waste, except as otherwise provided herein. Contractor shall make proper disposal of such materials at a site that is licensed and operated in all "respects in accordance with all local, state and federal laws to accept items for yard waste treatment. The contractor shall be responsible for all disposal, dumping, landfill or other fees required to be paid at the designated disposal site for the disposal of the yard waste delivered by the Contractor to the disposal site. Collection shall be completed and performed in the same manner (except as otherwise provided herein) as provided for residential refuse collection.

Residential Recycling Collection (required bid item). The Contractor shall furnish all the labor and equipment for the curbside collection of recyclable items at each and every "residential" dwelling unit choosing this option within the corporate limits of the Village, except as otherwise provided herein. The optional customer choice is Item # 3 on the Bid Schedule. The items to be collected may include but not be limited to the following: aluminum cans, newspapers, magazines, cardboard, plastic containers, glass, etc. The Contractor shall provide a per residential dwelling unit price for the collection of said items on a weekly basis. The Contractor shall also provide an approved container for the collection of said items to each residence. The Contractor shall be responsible for all disposals, dumping, or other fees required to be paid at the disposal site. Collection shall be completed and performed in the same manner (except as otherwise provided herein) as provided for residential refuse collection. Recycling must be offered on the same day as Residential Refuse Collection. Note: This will require a second truck for these locations.

The Village would like to investigate the cost of residential recycling as a mandatory requirement for customers. This is Item # 3A on the Bid Schedule.

Recycle Station Drop Off (required bid item)

The Village is interested in a Recycle Station Drop Off depending on cost.

The Contractor to furnish and service one recycle station at a location within the Village.

The recycle station to be as per the one in service in the City of Edwardsville, Illinois as shown in the picture attached at the end of this packet. An "or equal" maybe considered by the Village after submission by the Contractor.

The Contractor shall be responsible for monitoring the site to determine frequency of pick up. This is item # 3 B on the bid schedule.

Residential Leaf Vacuuming and Collection (optional bid item).

This provision is not a requirement of the bid and no bid shall be deemed non-responsive if a price is not included for this section, but the Village is interested in offering the vacuuming of leaves for residential owners. The Contractor shall provide for the curbside collection of loose, unbagged leaves by vacuum in accordance with the provisions hereof. This optional customer choice is item #4 on the Bid Schedule.

The Contractor shall, for each and every "residential" dwelling unit within the corporate limits that elects to have leaf vacuuming and collection, provide all necessary labor, materials, supplies and equipment to vacuum loose and unbagged leaves piled at curbside in accordance herewith.

The Contractor shall vacuum leaves from curbside in front of each residence one (1) time per week, between October 15th and December 15th, and four (4) times during April or May as designated by natural demand according to routes established by the Contractor. The Contractor shall furnish all the labor and equipment for the vacuuming and collection of leaves set curbside at each and every "residential" dwelling unit within the corporate limits of the Village. Contractor shall make proper disposal of such materials at a facility licensed and operated in all respects in accordance with all local, state and federal laws.

The contractor shall be responsible for all disposal, dumping, landfill, or other fees required to be paid at the disposal area for the disposal of leaves or yard waste delivered by the Contractor to the disposal area.

Collection of leaves from each residential dwelling unit shall be performed once each week for the established period above and shall not begin before 7:00 a.m. (early morning collections - shall be performed in such a manner so as not to disturb residents of the neighborhood), and end no later than 6:30 p.m. The collection schedule shall be accomplished on a five (5) day week basis: Monday through Friday. It is recognized that weeks containing holidays and

unforeseen emergencies will require alteration of the schedule for such situations. Collections shall be on the same day of the week for each collection district as established, except for emergencies and holidays.

Contractor may vacuum from each individual upon receipt of request for such service or may establish routes for vacuuming upon designated days.

If Contractor establishes routes on designated days, Contractor shall provide reasonable notice to residents along each route of the schedule of services pursuant hereto.

It is the intent of this service to allow residents to rake and pile along the curbside leaves from their respective private properties within the municipal limits of Village, for vacuuming and collection by Contractor.

The Contractor shall annually provide to the Village a one-time cost to perform the vacuuming of leaves from businesses located within the corporate limits of the Village. This service will not be provided to each business but only to those that request the service. This fee shall be billed to that business and added to the monthly bill. This customer optional choice is Item #4A on the Bid Schedule.

Bulky Waste Collection and Disposal (required bid item).

This item is to include the collection and disposal of bulky and large objects once in the spring and once in the fall. This customer optional choice is Item #5 on the Bid Schedule.

Limb Collection and Disposal.

This provision is not a requirement of the bid and no bid shall be deemed non-responsive if a price is not included for this section but the Village is interested in offering the collection of limbs in excess of 4' in length that will be in loose piles at each and every "residential" dwelling unit within the corporate limits of the Village, except as otherwise provided herein. It is the intent of this service to allow residents to pile along the curbside limbs from their respective private properties within the municipal limits of Village, for collection by Contractor. This service will be provide no less than two times annually and will be noticed and advertised by the Village.

The Contractor shall, for each and every "residential" dwelling unit within the corporate limits that elects to have limb collection and disposal, furnish all the labor and equipment for the collection of limbs and the Contractor shall be responsible for all disposal, dumping, landfill, or other fees required to be paid at the disposal area for the disposal of limbs delivered by the Contractor to the disposal area. This customer optional choice is item #6 on the Bid Schedule.

Container Type & Size for Refuse Collection. The Contractor shall pick up an unlimited number of containers at the curbside. Containers up to ninety (90) gallon capacity shall be acceptable and be waterproof. The Contractor shall provide a container or "curb hauler" to each residence, the price must be reflected in the proposal and the contractor is responsible

for maintaining and replacing said containers.

Container construction shall be either a reusable container consisting of a receptacle made of plastic, metal or fiberglass, with a capacity not to exceed ninety (90) gallons with a tight fitting lid and handles of adequate strength for lifting or a non-reusable container consisting of a plastic bag designed for refuse with sufficient wall strength to maintain physical integrity when lifted by the top with a capacity not to exceed thirty-five (35) gallons and a loaded weight not to exceed fifty (50) pounds and designed to be securely tied at the top.

No segregation of materials set out for collection shall be required. All garbage shall be drained and wrapped securely.

Notwithstanding the foregoing, collection of bulky waste shall be made by the Contractor upon the request of the resident on the regularly scheduled collection day for that residence; collection of bulky waste shall be made within a reasonable time not to exceed seventy-two (72) hours after receipt of the request. Residents will call the Contractor when they intend to place out bulky waste for their regular refuse pickup.

Container Type and Size for Yard Waste. The Contractor shall pick up an unlimited number of bundles or containers at curbsides.

Containers for yard waste may either be a reusable container or a paper or other biodegradable bag with a capacity not to exceed thirty (30) gallons. In addition, brush, branches, logs, Christmas trees, and other similar yard waste shall be collected if securely tied in bundles. Bundles shall not exceed four (4) feet in length or thirty-five (35) pounds in weight and shall be securely tied together forming an easily handled package.

Collection or Pickup Location. For curbside pickup, all containers and bundles shall be placed near the street in front of the residential unit or in an alley adjacent to the property.

In unusual cases, the Contractor may direct a resident to place their material elsewhere (i.e. Christmas Trees to the Village recycle drop off.)

It shall be the responsibility of each resident to see that the container or bundles are placed curbside or as close as practicable to collection vehicle routes by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways (including alleys).

### Miscellaneous Collection Provisions

Area to be Served - The area to receive the service of residential refuse collection is the area within the corporate boundaries of the Village of Shiloh, Illinois. No waste except residential refuse collected within the corporate limits of the Village pursuant to this Contract shall be picked up by the Contractor during the course of furnishing collection services for the Village.

Hours of Collection - Normal hours of collection are to be from 7:00 a.m. to 6:30 p.m., Monday through Friday. In the case of missed collections due to emergencies, inclement weather and or holidays collections may be performed on Saturdays, 7:00 am. to 6:30 p.m. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances.

Routes and Schedule of Collections - Collection routes shall be established by the Contractor. The Contractor shall submit a map designating the collection routes and times for Village review within four (4) weeks of the award of contract. The Contractor shall publish at its expense, a map of such collection routes in the newspapers published in the immediate area. The contractor shall provide the Village an electronic format of the map suitable for inclusion on the Village Web Site. The published map shall be of such size to clearly show all pertinent information. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall promptly notify each resident. Any changes in routes and/or schedules will also be subject to the Village's approval which will not be unreasonably withheld. The Contractor also agrees to pay for the publishing of full color leaf collection route maps as established by the Village in the newspapers published in the immediate area prior to the fall and spring collection period. The contractor shall provide the Village an electronic format of the map suitable for inclusion on the Village Web Site. The maps shall be published twice, one time two weeks prior to the commencement of leaf collection and then again the week after the commencement of leaf collection. The contractor shall schedule pickups to ensure trucks are lightly loaded on oil and chip streets. In no case shall trucks more than half full be allowed on oil and chip streets. Contractor is to take extreme care not to damage the edge of streets with their trucks. Contractor to plan truck routes to ensure only one truck will pick up on a street on the same day. No multiple truck trips will be allowed.

Collection equipment - The Contractor shall provide an adequate number of enclosed vehicles for regular collection services. They shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and number of the Contractor.

Curb Haulers/Totes - The Contractor shall provide their customers with wheeled "curb haulers/totes". Billings for the hauler will be generated and collected by the billing means selected by the Contractor on a three month billing cycle.

Special or Missed Pickups - The contractor shall provide for special pickups upon request of an authorized representative of the Village. Pickup shall be provided on the same day of the request if notification is made before 2 p.m. After 2 p.m., the next morning pickup shall be acceptable.

Street Blockage - The contractor will not be responsible for regularly scheduled pickups if the street is blocked.

Tagging - The Contractor will furnish and place tags on any refuse material left at site. The tags will indicate the reason for non pickup. If driver does not tag items left on site, they must be picked up.

Contractor's employees - The Contractor shall take reasonable precautions in the selection of their employees assigned to do the work under the Contract, to assure their honesty, courtesy, ability, physical fitness, and to assure that no solicitations are made to residents by his employees, and shall agree to remove from such work any employee who, in the judgment of the Village, is undesirable. Adequate supervision shall be furnished by the Contractor over his employees and he shall furnish the Village a current list of all employees with proper names and addresses thereon and maintain the same current at all times. Contractor is to provide the name and contact phone information for at least 3 contractor employees, of supervisory capacity who can receive and immediately act upon requests from authorized Village staff. The contact numbers shall be answered 24 hours a day. These shall also be the contact people in the event of emergency.

Missed Collections - In the event that a regularly scheduled collection is missed and a complaint received by either the Village or the Contractor, and where no fault can be found on the generator's part, a special collection of the refuse will be required of the Contractor within twenty-four (24) hours. The Village shall notify the Contractor of any complaints it receives within twenty-four (24) hours. Contractor shall provide a phone number which will be answered between the hours of 7AM and 4PM to take and respond to resident calls. Calls to the Village will be forwarded to this number via Village's automated phone answering device.

Holidays – Contractor to provide a list of holidays they observe. The suspension of collection service on any holiday in no way relieves the Contractor of its obligation to provide collection services at least once a week. Extending the hours of service to meet this obligation is subject to the Village's approval.

Refusal to Collect -The Contractor may decline to collect any container, bag, or bundle or bulky waste not placed at curbside in accordance with the specifications herein. Whenever a Contractor shall fail to collect any container, bag, bundle, or bulky waste, the Contractor shall inform the resident by written notice, i.e. tag placed on uncollected item(s), explaining why the refuse or waste was not collected (e.g. non-residential solid waste, hazardous waste, unapproved containers, improper placement, etc.). Contractor shall then follow up with a phone call to the resident within 24 hours.

Disputes with Contractor - Where any dispute arises between a resident and the Contractor as to the manner of placing refuse or the nature of the contents of the like, the Contractor agrees that in the specific instance, the refuse will be immediately removed, even though, in the Contractor's opinion, it is improperly placed or contained; and, that Contractor will immediately electronically report the same to the Village so that the two may address the issue, if possible, before additional collection becomes necessary, it being intended to avoid disputes or disagreements between residents and Contractor's employees and permitting the same to be resolved by mutual discussion. In the event of excessive disputes, in the sole determination of the Village, the contractor will pay all village costs relative to handling repeated complaints. This is to include, but not be limited to staff time, legal fees and Village, administrative costs.

Complaints – The Contractor shall receive and make good faith effort to resolve all complaints received by telephone or in writing from the Village or Village of Shiloh users within one (1) business day of receipt. The Contractor shall maintain a Complaint Log setting forth the name and telephone number of each complaint, date of complaint and the substance and the resolution of the matter. Such records shall be available for Village inspection at all times during business hours. The Contractor shall provide monthly electronic copies of all complaint log sheets to the Village.

Recycling – Recycling is optional for all residents and will be billed separately to those choosing to use the service. At the direction of the Village, the Contractor shall cooperate with any public or private entity providing or promoting recycling services with the Village.

Compensation for Residential Service - Residential refuse collection is a single service. Separate charge or amounts shall be paid to Contractor for recycling collection.

Residential Yard Waste and Leaf Vacuuming – Residential Yard Waste and Leaf Vacuuming is optional for all residents. Bearing the cost for these services will fall solely upon the individuals subscribing to this service.

#### COLLECTION AT VILLAGE AND PUBLIC FACILITIES

All Village facilities shall receive garbage and refuse collection services as follows:

- Public Works Building (30 yard dumpster)
- Village Parks-Fourteen (14) wheeled trash containers in Village Parks
- Police Station-Two (2) wheeled containers
- Village Picnic (30 yard dumpster)

This service shall be provided to the Village at no charge.

During the life of the contract, it may be necessary to increase the number of dumpsters at new or existing Village facilities.. Contractor shall state on the proposal form the cost increase for each additional dumpster delivery and pick up This is bid item # 7.

The Contractor shall agree to the following items:

With the exception of the 30 yard dumpsters provided by the contractor all other trash containers shall be provided by the Contractor and shall be watertight, shall be provided with operable lids and meet any and all federal, state, and local regulations as may now or in the future affect this Contract.

Contractor shall repair and keep operable all lids and dumpsters watertight.

Contractor shall spray or otherwise treat dumpster as needed with disinfectant and insecticides during months of May through September.

Contractor shall repaint dumpsters as required or as requested by the Village.

Contractor acknowledges that the scheduled times for pickups are critically important and must be adhered to without exception, except for holidays as indicated.

Contractor shall place all dumpsters by the first scheduled pickup date.

Contractor shall clean up all spillage caused through dumping operations. Any such spillage shall be cleaned up at the time it occurs.

Contractor shall have available a backup unit capable of handling the dumpster.

#### SPECIAL COLLECTION SERVICE

The Contractor shall provide collection equipment and services as follows for special events and purposes:

Annual "Spring Clean-Up" for the Village: Contractor shall furnish sufficient 40 cubic yard dumpsters (typically three) as required for a one (1) day cleanup of the Village, on or about the first Saturday in May.

This service shall be provided to the Village at no charge

#### DISPOSAL OF REFUSE AND WASTE

Disposal Sites. The Contractor shall transport all waste under this Contract to a site legally empowered to accept for treatment or disposal. The Contractor shall be responsible for all costs associated with the collection and transportation to the disposal site. The Contractor shall be totally responsible for all employees, equipment, and all other matters relating to Contractor's performance of this Contract while operating at any disposal site.

The Contractor shall be responsible for all disposal, dumping, landfill, or other fees required to be paid at the disposal site for the disposal of garbage or refuse delivered by the Contractor to the disposal site.

Refuse, including Yard Waste and Leaves. - Except as otherwise specifically provided herein, the Contractor shall select the disposal area for all refuse except yard waste. The Contractor shall be responsible for all costs associated with the collection and transportation to the designated disposal site. The final Yard Waste site shall be licensed and operated in all respects in accordance with all local, state and federal laws to accept items for yard waste treatment. The Contractor shall be responsible for all disposal or other fees required to be paid at the yard waste site for the disposal of yard waste delivered by the Contractor.

#### FINES

The Village shall notify the Contractor of each violation of the contract reported to the Village. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint. Failure to remedy the cause of the complaint shall be considered a breach of contract, and, in addition to any other remedy that the Village may have at law or equity, it is agreed that the Village shall bill the Contractor, the following amounts. Said invoice shall be paid within fifteen (15) days of receipt by the Contractor.

Failure to clean up Contractor generated spilled refuse, one hundred (\$100.00) dollars for each instance.

Failure to clean the vehicles or the conveyances as provided for herein, one hundred (\$100.00) dollars for each instance.

Failure or neglect to collect refuse within twenty four (24) hours from any residence or establishment after proper notice by the Village and after the regularly scheduled pickup for that residence or establishment, one hundred (\$100.00) dollars for each failure or neglect.

For failure or neglect to collect refuse on scheduled day, on any given route, except for legal holidays, five hundred (\$500.00) dollars per route for each failure or neglect. The levy of fines does not preclude the Village from pursuing other remedies it may have at law or equity.

Fines shall be determined by the Village. The Village's decision in the matter shall be final and binding upon both parties, unless appealed from in writing to the Village Board within five (5) days after notice.

#### TITLE TO WASTE:

Title to all waste shall be vested in the Contractor upon being placed in his vehicle and Contractor is responsible for that waste wholly.

#### GENERAL PROVISIONS

Collection Equipment. Contractor shall list the trucks and other equipment that he proposes to use, together with their capacities. Contractor shall advise Village of any change in the trucks and equipment at the beginning of each month.

An adequate number of vehicles shall be provided by the Contractor to collect refuse in accordance with the terms of this Contract. The vehicles shall be licensed in the State of Illinois and shall operate in compliance with all applicable state, federal, and municipal regulations. All vehicles shall be manufactured and maintained to conform to the American National Standards Institutes (ANSI) Standard Z245.1.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least ten (10) inch high. Each truck shall have at least one broom and shovel to dead tip solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be overloaded.

Contractor shall use completely enclosed, metal, leak-proof disposal equipment which shall be so maintained that offensive odors, drippings, and scatterings of garbage and refuse shall be avoided. Each vehicle body shall be thoroughly steam cleaned at least once a week. Each body shall be thoroughly hosed down and property cleaned at least once each day.

Equipment shall be such that the entry for refuse into the vehicle's collection body will be exposed only for the time actually required to deposit the materials as collected along the route. At all other times, the equipment shall be completely closed.

All equipment shall be maintained in a safe, efficient, operating condition at all times. Trucks shall not be overloaded. The maximum loaded vehicle weight shall not exceed 54,000 pounds.

Refuse accidentally scattered shall be immediately picked up. Reserve equipment service shall be available at all times to insure uninterrupted service in the event of breakdowns.

The Contractor agrees that should an emergency arise, due to a severe windstorm, tornado, etc. which would require additional hauling equipment by the Village, Contractor's equipment shall, upon request of Village, be placed at the disposal of the Village for temporary use. During said time, Village shall pay the operating cost of the equipment.

Neither the Contractor nor its employees shall request or accept any gratuities from any person, firm or corporation for services required to be performed under this contract.

The Contractor shall take reasonable precautions in the selection of employees assigned to do work under the Contract, to assure the honesty, courtesy, ability, physical fitness, and shall agree to remove from work any employee who, in the judgment of the Village, is undesirable. Adequate supervision shall be furnished by the Contractor over the employees.

The Contractor's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or litter on private property, shall not cross property to adjoining property and shall not meddle or tamper with property which does not or should not concern them.

Each employee assigned to drive a vehicle shall, at all time, carry a valid driver's license for the type of vehicle he is driving.

Employees of the Contractor shall not trespass on private property, and vehicles shall not interfere unduly with traffic. No vehicle on any street shall be left unattended. Loaded vehicles shall not be left standing on streets. Vehicles shall be parked in suitable off-street parking areas overnight or housed in adequate garage facilities.

Contractor agrees that his employees shall be instructed to and shall place refuse carts and lids on the terrace off the traveled way when emptying, and shall handle such containers in a reasonable manner in order to avoid causing damage or destruction. If in the opinion of the Village, cans are damaged by the Contractor's employees, the Contractor shall repair or replace said cans as directed by the Village.

Notification of Residents - The Contractor shall inform all residents as to complaint procedures, rates, regulations and day (s) for scheduled refuse collection.

Office/Contact Number for Residents – In addition to other phone requirements listed elsewhere, the Contractor shall establish and maintain a local telephone number or cause to have a number which shall forward all calls or complaints to a home office where inquiries, notifications and complaints can be made. Such telephone number shall be equipped with adequate telephone communications, with a working answering machine or voicemail capability to accept calls made after regular business hours.

All reasonable complaints shall be addressed and resolved by Contractor within a twenty-four (24) hour period from receipt of the complaint, whether made by message or direct phone call.

## **BASIS AND METHOD OF PAYMENT**

For all collection and disposal services required under this Contract, the contractor shall bill the residents for the rate(s) as set forth in the Contractor's proposal and as provided within this Contract.

At its option, the Contractor may attempt to market to residential units special bags or recycle containers, but in no way shall any residential unit be required to use such bags or containers.

The Contractor shall provide service to any territory annexed by the Village within the duration of this Contract including any extension thereof. The hereinafter-described formula for compensation, together with the provision for petitioning for unanticipated cost, will provide the additional compensation due the Contractor for servicing annexed territory.

Contract Operational Plan - After the bid opening date, the Contractor selected shall submit a detailed plan of operation. It shall describe the routes to be established and contain details about servicing schedules, equipment to be used, and alternate procedures to be followed in

case of severe weather or equipment failures. It shall comply with the attached ordinances and specifications.

Non-Collusion - By signing the Offer to Contract, the bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly entered into any arrangement or agreement with any other bidder or with any other public officer of such Village of Shiloh, Illinois, whereby such affidavit or affiants or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affidavit or affiants or either of them has not directly or indirectly, entered into any agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the lettering of the contract sought for by the attached bids, that no inducement of any form or character other than which appears on the face of the bid will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

This contract cannot be assigned by the Contractor without prior approval of the Village.

## INSURANCE

The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

Workmen's Compensation	Statutory
General Liability	\$1,000,000 each occurrence
Bodily Injury	\$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability: Bodily Injury	\$1,000,000 each person \$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$5,000,000 each occurrence

Employer's liability coverage will be required of the Contractor and any sub-contractor where any class if each employee engaged in work under this Contract is not protected under the Workmen's Compensation Statute. Contractor to attach evidence of required insurance coverage with bid submission. Contractor to list the Village of Shiloh, its elected and appointed officials and employees as additional insured.

All insurance shall be provided by insurers acceptable to the Village and authorized to do business in the State of Illinois. Prior to the commencement of work the Contractor shall furnish the Village with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be canceled, permitted to expire or be changed without thirty (30) days written notice to the Village. Worker's Compensation insurance may be by a plan of self-insurance if permitted by law and approved by the Industrial Commission.

## INDEMNITY

The Contractor shall indemnify and save harmless the Village, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, damages, costs, expenses, and attorney's fees resulting from any act of omission or commission of the Contractor, its officers, agents, servants, and employees or arising out of or resulting from the performance of this Contract.

### Property Damage

The Contractor shall have no less than 48 hours, of notice by the Village, to ameliorate any and all damage to property (culverts, alleys, ruts etc.) occurring during the performance of the contract. If similar damage to property occurs multiple times during the life of the contract, the Village shall fine the Contractor \$500.00 per occurrence if the problems are not addressed satisfactorily.

## PERFORMANCE BOND

Prior to the execution of this Contract, the Contractor shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the Contract. Said bond or letter of credit must be in the amount of two hundred thousand dollars (\$200,000.00).

The surety on the bond shall be duly authorized to do business in the State of Illinois. Attorneys-in-fact who sign Performance Bonds must file with each bond a copy of their power of authority to execute the bond. In case of extension or renewal of the Contract, the Contractor shall furnish a Performance Bond or Letter of Credit in the same amount and under the same terms as for the initial Bond or Letter of Credit. The original Surety, however, is in no way obligated to extend or renew the bond.

This Contract shall be subject to termination by the Village at any time if said bond shall be canceled or the surety thereon relieved from liability for any reason. Notice of Cancellation of the bond must be served upon the Village thirty (30) days prior to the effective date of said cancellation. The Contract will not be terminated if within thirty (30) days of such notice the Contractor files with the Village a similar bond to be effective for the balance of the Contract period.

## CERTIFICATE OF COMPLIANCE

The Contractor or Company shall not discriminate against any employees or applicants for employment because of race, creed, color, sex, age (40-70), disability, or national origin; and shall take affirmative action to ensure that applicants are employed without regard to their race, creed, color, sex, age (40-70), disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship. The Contractor or Company agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor or Company shall, in all solicitations or advertisement for employees or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age (40-70), disability, or national origin. The same shall hold true when recruitment sources are used to secure applicants.

The Contractor or Company agrees to notify all of its subcontractors of their obligation to comply with the nondiscrimination policy.

In the event of the Contractor's or Company's noncompliance with the non-discrimination clauses of the Contract or Purchases or with any of such rules, regulations, or orders, the Contract or Purchase may be canceled, terminated, or suspended in whole or in part and the Contractor or Company may be declared ineligible for further Village Contracts or Purchases.

## LEGAL FEES

In the event litigation is necessary to enforce or terminate the contract, the contractor will pay all of the Village's reasonable costs and attorney fees.

## CONTRACT EXPIRATION

Upon expiration of contract, Contractor shall provide the Village the option of a thirty (30) day extension of said contract under the same rules, regulations, pricing and provisions for the purpose of approving a new contract and eliminating service lapse.

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**BID SCHEDULE FOR  
GARBAGE, REFUSE, YARD WASTE, RECYCLABLES COLLECTION SERVICE  
3 YEAR PRICING**

No	Description	Unit	Qty	Unit Price	Total Amount
1	WEEKLY COLLECTION OF GARBAGE, REFUSE, RUBBISH AND ASHES	RDU PER MONTH	4,634	\$ 10.27	\$ 47,591.18
<b>BID SCHEDULE 1 =</b>					<b>\$ 571,094</b>

No	Description	Unit	Qty	Unit Price	Total Amount
2	BI-MONTHLY COLLECTION OF YARD WASTE (CUSTOMER OPTIONAL)	RDU PER MONTH	4,634	\$ 5.99	\$ 27,757.66
<b>BID SCHEDULE 2 =</b>					<b>\$ 333,092</b>

No	Description	Unit	Qty	Unit Price	Total Amount
3	WEEKLY COLLECTION OF RECYCLABLE MATERIALS (CUSTOMER OPTIONAL)	RDU PER MONTH	4,634	\$ 3.98	\$ 18,443.32
<b>BID SCHEDULE 3 =</b>					<b>\$ 221,320</b>

No	Description	Unit	Qty	Unit Price	Total Amount
3A	WEEKLY COLLECTION OF RECYCLABLE MATERIALS (IF IT BECOMES A MANDATORY VILLAGE REQUIREMENT)	RDU PER MONTH	4,634	\$ 2.97	\$ 13,762.98
<b>BID SCHEDULE 3A =</b>					<b>\$ 165,156</b>

No	Description	Unit	Qty	Unit Price	Total Amount
3B	RECYCLING STATION TO BE LOCATED BY THE VILLAGE, AT NO ADDITIONAL COST TO THE VILLAGE	PER STATION (per dump)	1	\$ 169.00	\$ 169.00
<b>BID SCHEDULE 3B =</b>					<b>\$ 2,028</b>

**3 YEAR PRICING**

No	Description	Unit	Qty	Unit Price	Total Amount
4	CURBSIDE COLLECTION BY VACUUM OF LOOSE UNBAGGED LEAVES (CUSTOMER OPTIONAL)	RDU PER APPLICABLE WEEK	4,634		\$ -
<b>BID SCHEDULE 4 =</b>					\$ -

No	Description	Unit	Qty	Unit Price	Total Amount
4A	BUSINESS CURBSIDE COLLECTION BY VACUUM OF LOOSE UNBAGGED LEAVES (CUSTOMER OPTIONAL)	EACH BUSINESS	4,634		\$ -
<b>BID SCHEDULE 4A =</b>					\$ -

No	Description	Unit	Qty	Unit Price	Total Amount
5	CONTRACTOR TO COLLECT BULKY WASTE FROM RESIDENTS ONLY IN SPRING AND FALL (CUSTOMER OPTIONAL)	RDU PER EACH	4,634	<b>included</b> \$ -	\$ -
<b>BID SCHEDULE 5 =</b>					\$ -

No	Description	Unit	Qty	Unit Price	Total Amount
6	LIMBS LONGER THAN 4 FOOT AND BETWEEN 1 AND 12 IN INCH DIAMETER (CUSTOMER OPTIONAL)	RDU PER EACH	4,634		\$ -
<b>BID SCHEDULE 6 =</b>					\$ -

No	Description	Unit	Qty	Unit Price	Total Amount
7	ADDITIONAL 30 YARD DUMPSTERS AS ORDERED ADDITIONAL 40 YARD DUMPSTERS AS ORDERED	PER EACH	INTENTIONALLY LEFT BLANK	\$ 249.00	\$ 249.00
<b>BID SCHEDULE 7 =</b>					

### ALTERNATE PROPOSAL 1 - 3 YEAR PRICING

No	Description	Unit	Qty	Unit Price	Total Amount
ALT 1	WEEKLY COLLECTION OF TRASH (PER BID ITEM 1), EVERY OTHER WEEK COLLECTION OF RECYCLEABLE MATERIALS 95 GALLON CART (IF IT BECOMES A VILLAGE REQUIREMENT)	RDU PER MONTH	4,634	\$ 12.61	\$ 58,434.74
<b>BID SCHEDULE ALTERNATE PROPOSAL 1 =</b>					<b>\$ 701,217</b>

### ALTERNATE PROPOSAL 2 - 3 YEAR PRICING

No	Description	Unit	Qty	Unit Price	Total Amount
ALT 2	WEEKLY COLLECTION OF TRASH (PER BID ITEM 1), EVERY OTHER WEEK COLLECTION OF RECYCLEABLE MATERIALS 95 GALLON CART (IF IT BECOMES A VILLAGE REQUIREMENT), BI-MONTHLY COLLECTION OF YARD WASTE (IF IT BECOMES A VILLAGE REQUIREMENT)	RDU PER MONTH	4,634	\$ 17.28	\$ 80,075.52
<b>BID SCHEDULE ALTERNATE PROPOSAL 2 =</b>					<b>\$ 960,906</b>

### ALTERNATE PROPOSAL 3 - 3 YEAR PRICING

No	Description	Unit	Qty	Unit Price	Total Amount
ALT 3	WEEKLY COLLECTION OF TRASH (PER BID ITEM 1), EVERY OTHER WEEK COLLECTION OF RECYCLEABLE MATERIALS 95 GALLON CART (CUSTOMER OPTIONAL)	RDU PER MONTH	4,634	\$ 13.53	\$ 62,698.02
<b>BID SCHEDULE ALTERNATE PROPOSAL 3 =</b>					<b>\$ 752,376</b>

#### FOR ALL BID ITEMS:

RE QTY: Total bid quantity is based upon estimates obtained from available information at time of bid. Total quantity, and therefore total contract cost, may vary once detailed address list is compiled and billing information is gathered. Unit price, however, will NOT vary from the year-one rates shown above until the contract anniversary date.



**3 YEAR PRICING**

No	Description	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
1	WEEKLY COLLECTION OF GARBAGE, REFUSE, RUBBISH AND ASHES	\$ 10.27	\$ 10.58	\$ 10.90	n/a	n/a
2	BI-MONTHLY COLLECTION OF YARD WASTE (CUSTOMER OPTIONAL)	\$ 5.99	\$ 6.17	\$ 6.35	n/a	n/a
3	WEEKLY COLLECTION OF RECYCLABLE MATERIALS (CUSTOMER OPTIONAL)	\$ 3.98	\$ 4.10	\$ 4.22	n/a	n/a
3A	WEEKLY COLLECTION OF RECYCLABLE MATERIALS (IF IT BECOMES A MANDATORY VILLAGE REQUIREMENT)	\$ 2.97	\$ 3.06	\$ 3.15	n/a	n/a
3B	RECYCLING STATION TO BE LOCATED BY THE VILLAGE, AT NO ADDITIONAL COST TO THE VILLAGE	\$ 169.00	\$ 174.07	\$ 179.29	n/a	n/a
4	CURBSIDE COLLECTION BY VACUUM OF LOOSE, UNBAGGED LEAVES (CUSTOMER OPTIONAL)	No bid n/a	n/a	n/a	n/a	n/a
4A	BUSINESS CURBSIDE COLLECTION BY VACUUM OF LOOSE UNBAGGED LEAVES (CUSTOMER OPTIONAL)	No bid n/a	n/a	n/a	n/a	n/a
5	CONTRACTOR TO COLLECT BULKY WASTE FROM RESIDENTS ONLY IN SPRING AND FALL (CUSTOMER OPTIONAL)	\$ -	included	\$ -	n/a	n/a
6	LIMBS LONGER THAN 4 FOOT AND BETWEEN 2 AND 12 INCHES IN DIAMETER (CUSTOMER OPTIONAL)	No bid n/a	n/a	n/a	n/a	n/a
7	ADDITIONAL 30 YARD DUMPSTERS AS ORDERED ADDITIONAL 40 YARD DUMPSTERS AS ORDERED	\$ 249.00	\$ 256.47	\$ 264.16	n/a	n/a
<b>ALTERNATE PROPOSALS</b>						
ALT 1	WEEKLY COLLECTION OF TRASH (PER BID ITEM 1), EVERY OTHER WEEK COLLECTION OF RECYCLEABLE MATERIALS 95 GALLON CART (IF IT BECOMES A VILLAGE REQUIREMENT)	\$ 12.61	\$ 12.99	\$ 13.38	n/a	n/a
ALT 2	WEEKLY COLLECTION OF TRASH (PER BID ITEM 1), EVERY OTHER WEEK COLLECTION OF RECYCLEABLE MATERIALS 95 GALLON CART (IF IT BECOMES A VILLAGE REQUIREMENT), BI-MONTHLY COLLECTION OF YARD WASTE (IF IT BECOMES A VILLAGE REQUIREMENT)	\$ 17.28	\$ 17.80	\$ 18.33	n/a	n/a
ALT 3	WEEKLY COLLECTION OF TRASH (PER BID ITEM 1), EVERY OTHER WEEK COLLECTION OF RECYCLEABLE MATERIALS 95 GALLON CART (CUSTOMER OPTIONAL)	\$ 13.53	\$ 13.94	\$ 14.35	n/a	n/a



**BID SCHEDULE FOR  
GARBAGE, REFUSE, YARD WASTE, RECYCLABLES COLLECTION SERVICE  
5 YEAR PRICING**

No	Description	Unit	Qty	Unit Price	Total Amount
1	WEEKLY COLLECTION OF GARBAGE, REFUSE, RUBBISH AND ASHES	RDU PER MONTH	4,634	\$ 9.96	\$ 46,154.64
<b>BID SCHEDULE 1 =</b>					<b>\$ 553,856</b>

No	Description	Unit	Qty	Unit Price	Total Amount
2	BI-MONTHLY COLLECTION OF YARD WASTE (CUSTOMER OPTIONAL)	RDU PER MONTH	4,634	\$ 5.79	\$ 26,830.86
<b>BID SCHEDULE 2 =</b>					<b>\$ 321,970</b>

No	Description	Unit	Qty	Unit Price	Total Amount
3	WEEKLY COLLECTION OF RECYCLABLE MATERIALS (CUSTOMER OPTIONAL)	RDU PER MONTH	4,634	\$ 3.73	\$ 17,284.82
<b>BID SCHEDULE 3 =</b>					<b>\$ 207,418</b>

No	Description	Unit	Qty	Unit Price	Total Amount
3A	WEEKLY COLLECTION OF RECYCLABLE MATERIALS (IF IT BECOMES A MANDATORY VILLAGE REQUIREMENT)	RDU PER MONTH	4,634	\$ 2.82	\$ 13,067.88
<b>BID SCHEDULE 3A =</b>					<b>\$ 156,815</b>

No	Description	Unit	Qty	Unit Price	Total Amount
3B	RECYCLING STATION TO BE LOCATED BY THE VILLAGE, AT NO ADDITIONAL COST TO THE VILLAGE	PER STATION	1	\$ 159.00	\$ 159.00
<b>BID SCHEDULE 3B =</b>					<b>\$ 1,908</b>

**5 YEAR PRICING**

No	Description	Unit	Qty	Unit Price	Total Amount
4	CURBSIDE COLLECTION BY VACUUM OF LOOSE UNBAGGED LEAVES (CUSTOMER OPTIONAL)	RDU PER APPLICABLE WEEK	4,634		\$ -
<b>BID SCHEDULE 4 =</b>					\$ -

No	Description	Unit	Qty	Unit Price	Total Amount
4A	BUSINESS CURBSIDE COLLECTION BY VACUUM OF LOOSE UNBAGGED LEAVES (CUSTOMER OPTIONAL)	EACH BUSINESS	4,634		\$ -
<b>BID SCHEDULE 4A =</b>					\$ -

No	Description	Unit	Qty	Unit Price	Total Amount
5	CONTRACTOR TO COLLECT BULKY WASTE FROM RESIDENTS ONLY IN SPRING AND FALL (CUSTOMER OPTIONAL)	RDU PER EACH	4,634	\$ -	\$ -
<b>BID SCHEDULE 5 =</b>					\$ -

No	Description	Unit	Qty	Unit Price	Total Amount
6	LIMBS LONGER THAN 4 FOOT AND BETWEEN 2 AND 12 INCHES IN DIAMETER (CUSTOMER OPTIONAL)	RDU PER EACH	4,634		\$ -
<b>BID SCHEDULE 6 =</b>					\$ -

No	Description	Unit	Qty	Unit Price	Total Amount
7	ADDITIONAL 30 YARD DUMPSTERS AS ORDERED ADDITIONAL 40 YARD DUMPSTERS AS ORDERED	PER EACH	INTENTIONALLY LEFT BLANK	\$ 239.00	\$ 239.00
<b>BID SCHEDULE 7 =</b>					

## ALTERNATE PROPOSAL 1 - 5 YEAR PRICING

No	Description	Unit	Qty	Unit Price	Total Amount
ALT 1	WEEKLY COLLECTION OF TRASH (PER BID ITEM 1), EVERY OTHER WEEK COLLECTION OF RECYCLEABLE MATERIALS 95 GALLON CART (IF IT BECOMES A VILLAGE REQUIREMENT)	RDU PER MONTH	4,634	\$ 12.31	\$ 57,044.54
<b>BID SCHEDULE ALTERNATE PROPOSAL 1 =</b>					<b>\$ 684,534</b>

## ALTERNATE PROPOSAL 2 - 5 YEAR PRICING

No	Description	Unit	Qty	Unit Price	Total Amount
ALT 2	WEEKLY COLLECTION OF TRASH (PER BID ITEM 1), EVERY OTHER WEEK COLLECTION OF RECYCLEABLE MATERIALS 95 GALLON CART (IF IT BECOMES A VILLAGE REQUIREMENT), BI-MONTHLY COLLECTION OF YARD WASTE (IF IT BECOMES A VILLAGE REQUIREMENT)	RDU PER MONTH	4,634	\$ 17.02	\$ 78,870.68
<b>BID SCHEDULE ALTERNATE PROPOSAL 2 =</b>					<b>\$ 946,448</b>

## ALTERNATE PROPOSAL 3 - 5 YEAR PRICING

No	Description	Unit	Qty	Unit Price	Total Amount
ALT 3	WEEKLY COLLECTION OF TRASH (PER BID ITEM 1), EVERY OTHER WEEK COLLECTION OF RECYCLEABLE MATERIALS 95 GALLON CART (CUSTOMER OPTIONAL)	RDU PER MONTH	4,634	\$ 13.23	\$ 61,307.82
<b>BID SCHEDULE ALTERNATE PROPOSAL 3 =</b>					<b>\$ 735,694</b>

### FOR ALL BID ITEMS:

RE QTY: Total bid quantity is based upon estimates obtained from available information at time of bid.

Total quantity, and therefore total contract cost, may vary once detailed address list is compiled and billing information is gathered. Unit price, however, will NOT vary from the year-one rates shown above until the contract anniversary date.

22 A.2



**5 YEAR PRICING**

No	Description	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
1	WEEKLY COLLECTION OF GARBAGE, REFUSE, RUBBISH AND ASHES	\$ 9.96	\$ 10.16	\$ 10.36	\$ 10.57	\$ 10.78
2	BI-MONTHLY COLLECTION OF YARD WASTE (CUSTOMER OPTIONAL)	\$ 5.79	\$ 5.91	\$ 6.02	\$ 6.14	\$ 6.27
3	WEEKLY COLLECTION OF RECYCLABLE MATERIALS (CUSTOMER OPTIONAL)	\$ 3.73	\$ 3.80	\$ 3.88	\$ 3.96	\$ 4.04
3A	WEEKLY COLLECTION OF RECYCLABLE MATERIALS (IF IT BECOMES A MANDATORY VILLAGE REQUIREMENT)	\$ 2.82	\$ 2.88	\$ 2.93	\$ 2.99	\$ 3.05
3B	RECYCLING STATION TO BE LOCATED BY THE VILLAGE, AT NO ADDITIONAL COST TO THE VILLAGE	\$ 159.00	\$ 162.18	\$ 165.42	\$ 168.73	\$ 172.11
4	CURBSIDE COLLECTION BY VACUUM OF LOOSE, UNBAGGED LEAVES (CUSTOMER OPTIONAL)	No bid n/a	n/a	n/a	n/a	n/a
4A	BUSINESS CURBSIDE COLLECTION BY VACUUM OF LOOSE UNBAGGED LEAVES (CUSTOMER OPTIONAL)	No bid n/a	n/a	n/a	n/a	n/a
5	CONTRACTOR TO COLLECT BULKY WASTE FROM RESIDENTS ONLY IN SPRING AND FALL (CUSTOMER OPTIONAL)	\$ -	\$ -	\$ -	\$ -	\$ -
6	LIMBS LONGER THAN 4 FOOT AND BETWEEN 2 AND 12 INCHES IN DIAMETER (CUSTOMER OPTIONAL)	No bid n/a	n/a	n/a	n/a	n/a
7	ADDITIONAL 30 YARD DUMPSTERS AS ORDERED ADDITIONAL 40 YARD DUMPSTERS AS ORDERED	\$ 239.00	\$ 243.78	\$ 248.66	\$ 253.63	\$ 258.70
<b>ALTERNATE PROPOSALS</b>						
ALT 1	WEEKLY COLLECTION OF TRASH (PER BID ITEM 1), EVERY OTHER WEEK COLLECTION OF RECYCLEABLE MATERIALS 95 GALLON CART (IF IT BECOMES A VILLAGE REQUIREMENT)	\$ 12.31	\$ 12.56	\$ 12.81	\$ 13.06	\$ 13.32
ALT 2	WEEKLY COLLECTION OF TRASH (PER BID ITEM 1), EVERY OTHER WEEK COLLECTION OF RECYCLEABLE MATERIALS 95 GALLON CART (IF IT BECOMES A VILLAGE REQUIREMENT), BI-MONTHLY COLLECTION OF YARD WASTE (IF IT BECOMES A VILLAGE REQUIREMENT)	\$ 17.02	\$ 17.36	\$ 17.71	\$ 18.06	\$ 18.42
ALT 3	WEEKLY COLLECTION OF TRASH (PER BID ITEM 1), EVERY OTHER WEEK COLLECTION OF RECYCLEABLE MATERIALS 95 GALLON CART (CUSTOMER OPTIONAL)	\$ 13.23	\$ 13.49	\$ 13.76	\$ 14.04	\$ 14.32



5 YEAR PRICING

No	Description	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
1	WEEKLY COLLECTION OF GARBAGE, REFUSE, RUBBISH AND ASHES	\$ 9.96	\$ 10.16	\$ 10.36	\$ 10.57	\$ 10.78
2	BI-MONTHLY COLLECTION OF YARD WASTE (CUSTOMER OPTIONAL)	\$ 5.79	\$ 5.91	\$ 6.02	\$ 6.14	\$ 6.27
3	WEEKLY COLLECTION OF RECYCLABLE MATERIALS (CUSTOMER OPTIONAL)	\$ 3.73	\$ 3.80	\$ 3.88	\$ 3.96	\$ 4.04
3A	WEEKLY COLLECTION OF RECYCLABLE MATERIALS (IF IT BECOMES A MANDATORY VILLAGE REQUIREMENT)	\$ 2.82	\$ 2.88	\$ 2.93	\$ 2.99	\$ 3.05
3B	RECYCLING STATION TO BE LOCATED BY THE VILLAGE, AT NO ADDITIONAL COST TO THE VILLAGE	\$ 159.00	\$ 162.18	\$ 165.42	\$ 168.73	\$ 172.11
4	CURBSIDE COLLECTION BY VACUUM OF LOOSE, UNBAGGED LEAVES (CUSTOMER OPTIONAL)	No bid n/a	n/a	n/a	n/a	n/a
4A	BUSINESS CURBSIDE COLLECTION BY VACUUM OF LOOSE UNBAGGED LEAVES (CUSTOMER OPTIONAL)	No bid n/a	n/a	n/a	n/a	n/a
5	CONTRACTOR TO COLLECT BULKY WASTE FROM RESIDENTS ONLY IN SPRING AND FALL (CUSTOMER OPTIONAL)	\$ -	included \$ -	\$ -	\$ -	\$ -
6	LIMBS LONGER THAN 4 FOOT AND BETWEEN 2 AND 12 INCHES IN DIAMETER (CUSTOMER OPTIONAL)	No bid n/a	n/a	n/a	n/a	n/a
7	ADDITIONAL 30 YARD DUMPSTERS AS ORDERED ADDITIONAL 40 YARD DUMPSTERS AS ORDERED	\$ 239.00	\$ 243.78	\$ 248.66	\$ 253.63	\$ 258.70



## Engineering Department

1 Park Drive • Shiloh, Illinois 62269

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(618) 632-1022 Phone  
(618) 632-8942 Fax  
[engineering@shilohil.org](mailto:engineering@shilohil.org)

August 15, 2012

Village of Shiloh RFP for Garbage, Refuse, Recycling, Yard Waste and Leaf Collection Services

### Addendum #1--- Consisting of 3 items

- 1) On pages 6 of 28, 9 of 28 and 10 of 28, there are references to containers not to exceed 90 gallon bins. Please change the 90 gallon bins to 95 gallon bins.
- 2) On page 11 of 28, under Routes and Scheduling Collections and on page 14 of 28, under The Contractor shall agree..., there are references to time of collection. In these cases time of collection shall be interpreted as day of the week, not a specific time of day.
- 3) On page 1 of 7, under Residential Yard Waste Collection it indicates that the collection will be performed once every other week. This is to be changed to Bi-Monthly to conform to Item #2 on the Bid Schedule.

Contractor shall acknowledge receipt of this addendum on a cover sheet submitted with their response.

Sincerely,

  
Norm Etling  
Village Engineer

**REQUEST FOR PROPOSAL FOR GARBAGE, REFUSE,  
YARD WASTE AND LEAF COLLECTION SERVICES**

PROPOSAL of : Republic Services (Name & Address of Bidder)  
4601 Cahokia Creek Rd.  
Edwardsville, IL 62025

Hereinafter called "BIDDER", for the following:

I. BIDDER acknowledges the receipt of the following ADDENDUM:

No.	Dated	Description
<u>1</u>	<u>8-15-12</u>	<u>Addendum # 1</u>

II. BIDDER agrees that if their BID is accepted, they will provide all necessary equipment, apparatuses, tools, and other means to deliver materials specified in the CONTRACT. Materials shall be delivered by the item(s) requested and in the quantity(s), location(s) and time frame set forth by the VILLAGE, and in accordance with applicable SPECIAL PROVISIONS. VILLAGE shall initiate delivery.

III. BIDDER submits herewith a UNIT PRICE BID SCHEDULE covering the collection services to be provided under this CONTRACT. BIDDER understands that they must show in these schedules the UNIT PRICES for which they propose to provide said collection services and that the extensions must be made by them and that if not so done, their BID may be rejected as irregular.

If BIDDER is an INDIVIDUAL

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name Title Date

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If BIDDER is a PARTNERSHIP

Name of Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name Title Date

Names and Addresses of Partners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If BIDDER is a CORPORATION

Name of Corporation: Republic Services

Business Address: 4601 Cahokia Creek Rd.

Edwardsville, IL 62025

Susan Piazza  
Signature of Bidder

William C. Fisher  
Signed By

General Manager  
Title

08/24/2012  
Date

Teresa Kirkpatrick  
Attest

(SEAL)

Carrie Beth Ward  
Attested By

Notary Public  
Title

8/24/2012  
Date



If BIDDER is a JOINT VENTURE

Name of Corporation: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

(SEAL)

\_\_\_\_\_  
Attested By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Name of Corporation: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

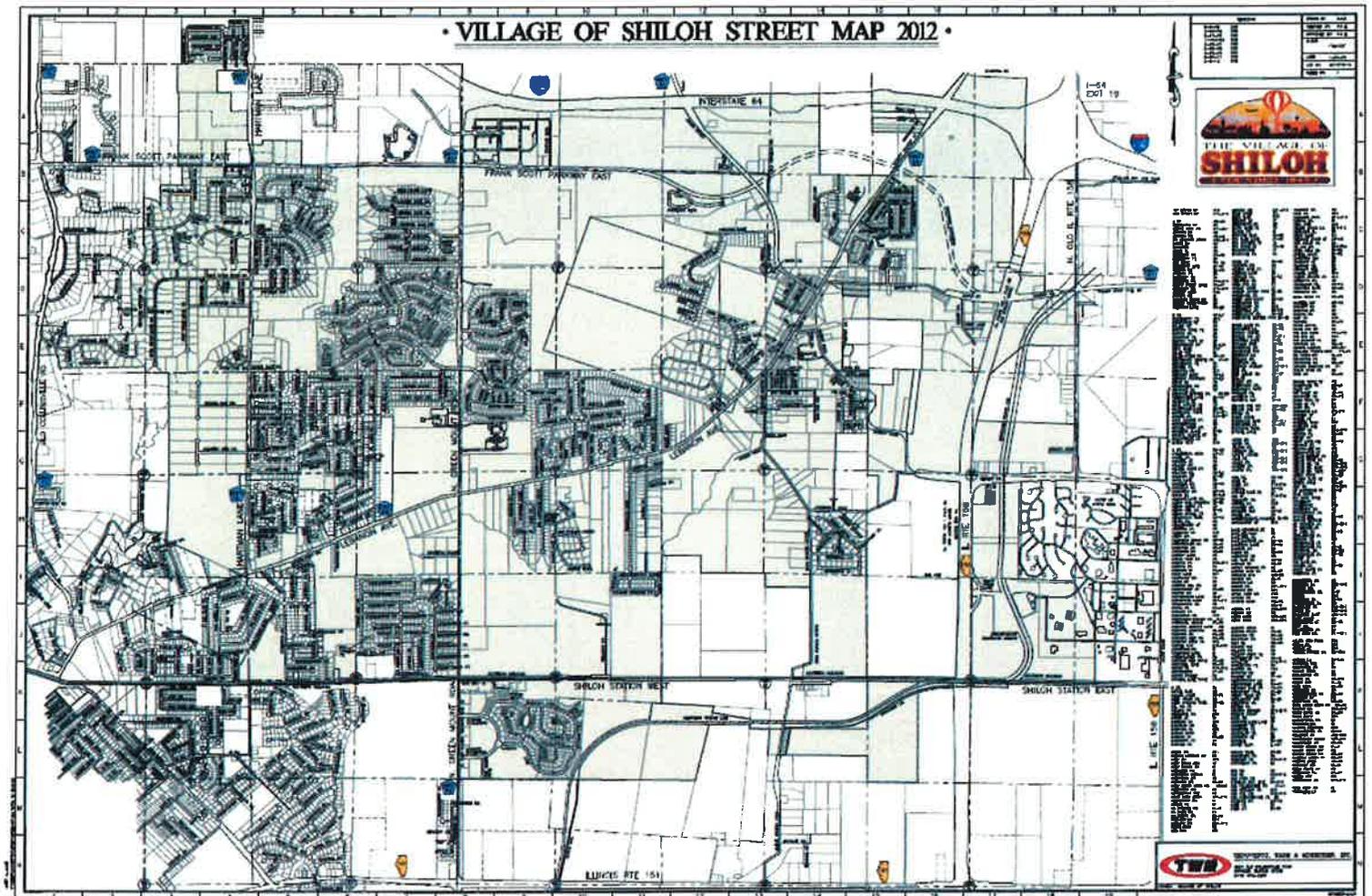
(SEAL)

\_\_\_\_\_  
Attested By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# COLLECTION MAP FOR GARBAGE/REFUSE, YARD WASTE AND RECYCLING COLLECTION SERVICE



## Recycling Station





August 24, 2012

Brenda Kern  
Village Clerk  
1 Park Drive  
Shiloh, IL 62269

Dear Brenda,

Enclosed please find our response to the Village of Shiloh's RFP for garbage, refuse, yard waste and leaf collection services. In addition to the original RFP that we received, we acknowledge receipt of Addendum #1, issued by Norm Etling on August 15, 2012.

Please see enclosed information outlining our bid. We look forward to the opportunity to service the residents of Shiloh.

Thank you.

Sincerely,

Susan Piazza  
Manager, Business Development  
Municipal Services

---

4601 Cahokia Creek Road  
Edwardsville, IL 62025  
618.656.6883 • Fax 618.656.6882  
[www.disposal.com](http://www.disposal.com)





# ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	
<b>ADDITIONAL REMARKS</b>			

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.**

**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 980) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

The Excess Liability policy is follow form over the General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

**FOR BID PURPOSES ONLY**

Additional Insured includes: Village of Shiloh, its elected and appointed officials and employees, when required by written contract.

# CNA INSURANCE COMPANIES

CNA Plaza, Chicago, IL 60685

**PERFORMANCE BOND**  
Form to be Used When Bonding Specified Term  
of a Multi-Year Contract  
(Page 1 of 2)

Bond No. 929560192

**KNOW ALL MEN BY THESE PRESENTS:** That, Allied Waste Transportation, Inc.  
(hereinafter called Principal) as Principal, and  
Western Surety Company a corporation duly organized  
under the laws of the State of SD and duly authorized and  
licensed to do business in the State of IL  
(hereinafter called Surety), as Surety, are held and firmly bound unto  
Village of Shiloh  
(hereinafter called the Obligee), as Obligee, in the full and just sum of  
Two Hundred Thousand Dollars and 00/100 DOLLARS,  
(\$200,000.00) to the payment of which sum, well and truly to be made, the said Principal  
and Surety bind themselves, their and each of their heirs, administrators, executors, successors and  
assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above bounden Principal has entered into a certain written contract with the above  
mentioned Obligee dated November 5, 2012 for Garbage, Refuse, Recycling, Yard  
Waste and Leaf Collection Services

for a period of Five years which contract is hereby referred to and made a part  
hereof as fully and to the same extent as if copied at length herein, and

**WHEREAS**, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for  
the specified contract period.

**NOW, THEREFORE**, if Principal shall faithfully perform such contract or shall indemnify and save  
harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.



**PERFORMANCE BOND**  
(Page 2 of 2)

**PROVIDED, HOWEVER,** that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning November 5, 2012 and ending November 4, 2017.
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Oblgee for actual excess costs of performance of the contract up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Oblgee recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblgee named herein or the heirs, executors, administrators or successors of the Oblgee.

Signed and sealed this 5th day of November, 2012.

Allied Waste Transportation, Inc.  
(Principal)

Western Surety Company  
(Surety)

By: Michelle Patterson  
Michelle Patterson Attorney-in-Fact

By: Johanne S. Puckett  
Johanne S. Puckett Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Johanne S Puckett, Jacqueline Hampton, Michelle Patterson, Individually**

of Greenville, SC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2012.



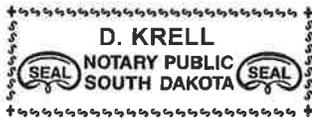
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of June, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5<sup>th</sup> day of November, 2012.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**POWER OF ATTORNEY**

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Johanne S. Puckett and/or Michelle Patterson and/or Jacqueline Hampton, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds and/or bid bonds to the United States of American or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 29th day of June, 2012, on behalf of REPUBLIC SERVICES, INC. by its Senior Vice President and Treasurer, Edward A. Lang, III

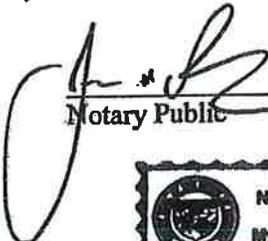
REPUBLIC SERVICES, INC.,  
a Delaware Corporation

  
\_\_\_\_\_  
Edward A. Lang, III

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 16<sup>th</sup> day of July, 2012 by Edward A. Lang, III Senior Vice President and Treasurer of Republic Services, Inc.

  
\_\_\_\_\_  
Notary Public

