Proposed Municipal Solid Waste Franchise Contract

COMMERCIAL, BUSINESS, INSTITUTIONAL,
MULTI-FAMILY RESIDENTIAL BUILDINGS

MUNICIPAL SOLID WASTE SERVICES AGREEMENT

BETWEEN

CITY OF EVANSTON

AND

Groot Industries, Inc.

DATED: Oct 10, 2008
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This Solid Waste Services Agreement is made and entered into as of the 10th day of October, 2018 by and between Groot Industries, Inc. (the "Contractor") and the City of Evanston, Illinois (the "Municipality").

PREAMBLE

WHEREAS, the Municipality, in order to protect the public health and welfare of its residents and commercial entities, has deemed it necessary to collect, transport and dispose of Non-SWANCC Waste as defined below; and

WHEREAS, the Municipality is authorized pursuant to the provisions of Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1) to provide for the method or methods of collection, transportation and disposal of municipal waste located within its boundaries and to provide that the method chosen may be the exclusive method to be used within its boundaries; and

WHEREAS, the Municipality has determined to provide municipal waste collection, transportation and disposal services to its multi-family residents and commercial entities and impose on its residents and commercial entities rates and charges relating to such services; and

WHEREAS, the Municipality has determined that it is in the best interests of its commercial entities to contract with a single waste hauler to collect, transport and dispose of (or sell) Non-SWANCC Waste at a facility or facilities mutually agreed upon by the Municipality and the Contractor; and

WHEREAS, the Contractor, pursuant to the terms of this Solid Waste Services Agreement and on behalf of the Municipality, is willing to collect, transport and dispose of (or sell) Non-SWANCC Waste at a facility or facilities mutually agreed upon by the Municipality and the Contractor;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained:
ARTICLE I
DEFINITIONS

Section 1.1 Definitions

a) "Breach" means one of the items described in Sections 9.1 or 9.2.

b) "Commercial Service" means the service provided by the Contractor, on behalf of the Municipality, pursuant to Section 4.1.

c) "Contractor" means Groot Recycling & Waste Services a Delaware corporation, and its successors and assignees.

d) "Event of Default" has the meaning specified in Sections 9.3 and 9.4.

e) "Municipality" means the City of Evanston, Illinois.

f) "Non-SWANCC Waste" means multifamily, commercial, industrial and institutional refuse, and any other materials designated by the Municipality for collection, provided that such materials are non-SWANCC Waste.

g) "Project Use Agreement" means the Project Use Agreement, dated March 25, 1992, between the Solid Waste Agency of Northern Cook County and the Municipality, as amended from time to time.

h) "Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans, clear, green and brown glass bottles and jars, newspapers, magazines, mixed papers (junk mail, chipboard, white and colored paper, brown kraft paper bags): corrugated cardboard, #1 PETE plastic containers and #2 HPDE plastic containers, #3-#7 plastic containers and bags, aseptic beverage containers, six-pack rings and twelve-pack bands, and any other material or materials which the Municipality and the Contractor mutually agree to include as a "Recyclable Material" subsequent to the execution of this Agreement.

i) "State" means the State of Illinois.

j) "SWANCC" means the Solid Waste Agency of Northern Cook County.

k) "SWANCC Waste" shall have the meaning ascribed to it in the Municipality's Ordinance No. 83-O-08.

l) "Solid Waste Services Agreement" means this Agreement, dated October 10, 2008, by and between the Municipality and the Contractor, as amended from time to time.
ARTICLE II
SCOPE OF SERVICES

Section 2.1 Commercial Services

The Contractor shall provide, on behalf of the Municipality, complete service for designated collection, transportation and disposal (or sale) of Non-SWANCC Waste at the facility or facilities mutually agreed upon by the Municipality and the Contractor. The Contractor shall be the sole and exclusive agent of the Municipality to provide the above-referenced Commercial Services.

Section 2.2 Private Services

The Contractor shall, on its own behalf (and not on behalf of the Municipality), provide for the collection, transportation and disposal of all Private Service waste in accordance with the provisions of Section 4.2.

Section 2.3 Contingency Plan

The contractor will be required to submit to the Municipality a written contingency plan demonstrating the contractor's arrangement to provide vehicles and personnel and to maintain uninterrupted service during mechanical breakdowns, and in case of natural disaster, or other emergency. See Exhibit E for detailed contingency plan.

Section 2.4 Revenue Collection

The Contractor shall, on behalf of the Municipality, provide revenue collection services in accordance with Article VI for all Commercial Services provided under this Solid Waste Contract. This shall include monthly service billing as well as the administration fee recompensed to the Municipality.

Section 2.5 Excluded Services

Solid Waste collection, transportation and disposal from all one to four residential units and selected condominium units, within the Municipality are not included within this Solid Waste Contract.

Section 2.6 Exempted Services

The following circumstances for Solid Waste collection, transportation and disposal from any commercial, industrial and institutional account within the Municipality are not included within this Solid Waste Services Agreement if the Municipality approves the exemption of the specific services under the terms of the applicable provisions of the City Code.

Section 2.7 Modification of Required Services

The Municipality reserves the right to adjust or expand the scope of Commercial Services required under this Solid Waste Services Agreement, upon thirty (30) days
prior written notice to the Contractor, to accommodate changes in the definition of non-SWANCC Waste or changes in the scope of services provided by SWANCC. The Municipality and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Solid Waste Services Agreement required as a result of any adjustment or expansion of Municipal or Franchised Services.

ARTICLE III
TERMS OF SOLID WASTE SERVICES AGREEMENT

Section 3.1 Term of Solid Waste Contract

The initial term of this Solid Waste Services Agreement shall be seven (7) years and commence on November 1, 2008, and end on October 31, 2015 upon mutual consent of both parties, this Solid Waste Services Agreement can be extended for periods of up to five (5) additional calendar years.

ARTICLE IV
SOLID WASTE COLLECTION AND DISPOSAL

Section 4.1 Commercial Service

Non-SWANCC Waste Materials to be collected by the Contractor in accordance with the schedule provided in Section 4.3 and transported to a facility meeting the requirements of the State of Illinois and any United States governmental agencies.

1) Commercial, business, and institutional waste
2) Multi-Family residential waste
3) Recyclable Materials as provided in Article VIII
4) Temporary Construction and Demolition Roll-Off

Section 4.2 Private Service

a) In addition to the Commercial Services provided by the Contractor on behalf of the Municipality under Section 4.1, the Contractor shall also make available to the commercial entities of the Municipality, Private Service for all types of non-hazardous solid waste not otherwise covered by this Solid Waste Services Agreement including, but not limited to, earth, sod, rocks, concrete, rubble and waste from remodelling, construction and demolition of buildings, excavations and other materials; provided, however, that the Contractor shall not be required to provide for the collection and disposal of poisonous or toxic materials and any quantities of liquid requiring tanker truck disposal equipment.
b) For services provided pursuant to Section 4.2, the Contractor agrees to keep available tractor loaders, trailers and other necessary equipment. Upon the request of a business proprietor, the Contractor shall furnish an estimate for the cost of removal of any materials named in the immediately preceding paragraph.

Section 4.3 Schedule and Location of Collection

a) Commercial Service Waste shall be collected in compliance with provisions of Municipality Ordinance attached as Exhibit A. Collection may not begin before 6:00 am unless expressly permitted by the City.

b) Private Service Waste. Private Service waste shall be collected in accordance with the provisions of Section 4.2 on a day mutually agreed upon by the hauler and the franchise customer.

Section 4.4 Disposal of Solid Waste

a) Commercial, industrial, institutional and Multi-Family (Non-SWANCC) Waste. The Contractor shall transport for processing and disposal of all non-SWANCC Waste collected pursuant to this Solid Waste Services Agreement to a facility meeting the requirements of the State of Illinois and any United States governmental agencies.

b) Recyclable Materials. Recyclable Materials collected shall be transported for sale (with an intermediate diversion for processing permitted) to sites approved by the Municipality that meet the requirements of the State of Illinois and United States governmental agencies.

Section 4.5 Solid Waste Collection Data

a) The Contractor shall provide to the Municipality a monthly report submitted on the contract calendar quarterly basis containing the quantity of all commercial solid waste collected within the Municipality, recycling diversion data and a breakdown of the number of franchised accounts.

b) An annual audit of the scope of service matrix will be performed and access to this matrix data base will be provided to the City. The information on this service matrix will include the name of account, the service address, the billing address (if different than the service address), a contact person, a telephone number and fax number where the contact person can be reached, the type of containers on site, the quantities of containers on site, the frequency of collections and an itemization of what day collections are performed, the current service rate of each account and the annual franchise revenue for each account.

c) Program data and other public information will be provided to each account upon the request of the Municipality to do so.
ARTICLE V
COMPENSATION

Section 5.1 Commercial Service

a) Non-SWANCC Waste. For providing for, on behalf of the Municipality, the collection, transportation and disposal (or sale) of commercial refuse and recyclables at a facility or facilities mutually agreed upon by the Municipality and the Contractor, and for providing revenue collection services, the Contractor shall receive as compensation the rates outlined in the in Exhibit B.

b) If an entity has a valid contract whose contract rate is lower than the city’s franchise rate, and the entity’s contract was executed prior to the City’s award of the Franchise Agreement, the entity is eligible for participation in the Cost Assistance Program. If the entity’s contract rate is lower than the city’s franchise rate, the entity’s contract rate will be held by the City’s franchised hauler for a 3-year period (with annual percentage increases as established in the City’s franchise agreement) and then ramped up to the full franchise fee amount over a concurrent 2-year period. For the first year of the ramp up period the entity will pay thirty-three (33) percent of the difference between the entity’s contract rate and the franchise contract rate. In the second year of the ramp up period the entity will pay sixty-six (66) percent of the difference between the entity’s contract rate and the franchise rate. This means that the entity will not pay the full franchise fee amount for a 5-year period.

The first two years of the program the City will pay the difference between the franchise rate and the entity’s contract rate. For the third year and fourth year of the program the Contractor will pay the difference between the franchise rate and the entity’s contract rate. The fifth year of the program the City will pay the difference between the franchise rate and the entity’s contract rate. The entity will reach the matrix price, outlined in Exhibit B, in the sixth year of participation and commencing November 1, 2009 and adjusted under Section 5.1 (c).

c) Rates identified Exhibit B will adjust annually by 4.0% each year of the contract beginning November 1, 2009

d) The Contractor is responsible for determining if an account is receiving sufficient service in terms of frequency of collection and on-site containers. If, for purposes of code enforcement, the Contractor deems that on-site storage is exceeded regularly, it shall recommend to the Municipality, that an increase in collection frequency or an upgrade of container size is necessary.
ARTICLE VI
REVENUE COLLECTION

Section 6.1 Billing of Accounts

Commercial Services provided under Section 4.1 are provided by the Contractor on behalf of the municipality. The Contractor shall, on a monthly basis, on behalf of the municipality, bill each commercial entity an amount payable for the collection, transportation and disposal (or sale) of Commercial Service waste for the following month. The bill shall be payable by the commercial entity within thirty (30) days. The Contractor shall account separately for all amounts received from commercial entities for the administrative fee and hold such amounts, as determined by the Municipality, for the benefit of the Municipality. These amounts shall be remitted to the Municipality on a quarterly basis along with the submitted service reports.

The Municipality agrees to cooperate and assist the Contractor, when necessary, in the collection of funds owed for services performed. The Contractor is responsible to inform the City on all delinquent accounts where service may ultimately be affected or suspended due to these delinquencies. The Municipality further agrees to cooperate with respect to information, if any, relating to property vacancies or any other information that will assist the Contractor in the execution of this Solid Waste Services Agreement.

The City may request that the Contractor include in the monthly bill an administrative fee to be remitted to the City on collected revenue. The City may adjust the administrative fee from time to time. The administrative fee shall be added to the rates listed in Exhibit B and shall not be separately listed on the monthly bills to the commercial entities.

Groot reserves the right to incorporate a finance fee not to exceed 1.5% monthly for delinquent accounts which fall under the franchise agreement.

ARTICLE VII
TITLE TO WASTE

Section 7.1 Title to Waste

The Contractor shall retain title to all Non-SWANCC waste.
ARTICLE VIII
RECYCLABLE MATERIALS

Section 8.1 Recyclable Materials Collection Service

a) Commercial Recycling Service. Materials to be collected by the Contractor in accordance with the schedule referenced in Section 4.3 and transported to the facility or facilities mutually agreed upon by the Municipality and the Contractor that meets the requirements of the State of Illinois and United States governmental agencies shall include all Recyclable Materials as defined in Section 1.1.

b) Transportation of Recyclable Materials. Recyclable Materials shall be sorted, processed, and transported for sale to sites approved by the Municipality. The Contractor shall retain all income (and fully bear all losses) resulting from the disposition of recyclable Materials.

c) Recyclable Materials Collection Data. The Contractor shall provide to the Municipality, a quarterly report on the weight (in tons) of all Recyclable Materials collected from Commercial Entities under this Solid Waste Services Agreement. The report shall also contain a weight breakdown, by tons, of the types of Recyclable Materials collected and an approximate count of bags collected in order to determine estimated participation and diversion rates. Quantities attained through rigid-type containers should be broken out as well.

d) The Municipality with mutual consent from the Contractor, shall have the right to add materials to the list of Recyclable Materials stated in Article I, pending the availability of markets for materials to be added.

e) The Contractor, as agent for the Municipality, shall have a contractual obligation to ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated, unless advance authorization to do so is given by the corporate authorities of the Municipality.

f) The Contractor shall sell all Recyclable Materials it collects under this Solid Waste Services Agreement. If changes in the market for the sale of any particular Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor shall consult with the Municipality regarding the market changes of the affected Recyclable Material. The Municipality may, with mutual consent from the Contractor in its discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon such market change.
ARTICLE IX
BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Breach by Contractor

Each of the following shall constitute a Breach on the part of the Contractor:

1) Failure of the Contractor to pay, within thirty (30) days after notice from the Municipality of such nonpayment, amounts which are undisputed or which are due to the Municipality under this Solid Waste Services Agreement;

2) Failure of the Contractor to perform timely any obligation under this Solid Waste Contract not included within subparagraph 1) above, except that such failure shall constitute a Breach only if such failure remains uncured for seven (7) days after notice to the Contractor from the Municipality of such failure; provided however, that this seven (7) day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or

3) (A) The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, (B) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (C) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days, (D) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or (E) the levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Solid Waste Services Agreement.

4) If the Contractor misses a collection under the Commercial Service the collection must be corrected within 24 hours, not including Sundays, of the reported missed collection or a charge of $10 per missed collection not satisfied with 24 hours will be charged to the Contractor. This provision will not be enforced if the missed collection is due to a labor dispute of the Contractor's labor force unless the missed collection is not rectified within two (2) calendar days for food establishments and four (4) calendar days for non-food establishments.

5) If the Contractor violates an Ordinance of the City, for the first offense in a contract year a written warning will be issued by the City, for each offense after the first offense a $100 per offense charge will be levied against the Contractor.
6) All charges levied against the Contractor under sections 9.1 (4) and (5) will be remitted to the City within 30 days of a written charge.

7) Failure to adhere to Contingency Plan as stated in ARTICLE II Section 2.3

Section 9.2 Breach by Municipality

Each of the following shall constitute a Breach on the part of the Municipality:

1) The Municipality's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property,

2) A bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Municipality under the laws of any jurisdiction,

3) A bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Municipality under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days,

4) Any action or answer by the Municipality approving of, consenting to or acquiescing in any such proceeding, or

5) The levy of any distress, execution or attachment upon the property of the Municipality which shall (or which reasonably might be expected to) substantially interfere with the Municipality's performance hereunder.

Section 9.3 Events of Default and Remedies of Municipality

a) If a Breach occurs under Section 9.1, the Municipality may exercise any one or more of the following remedies:

1) The Municipality may declare an Event of Default and may then terminate this Solid Waste Services Agreement immediately, upon notice to the Contractor and, subject to the provisions of sub-paragraph 5) below, upon such termination the Contractor shall cease providing services under this Solid Waste Services Agreement;

2) The Municipality may seek and recover from the Contractor any unpaid amounts due the Municipality, all its substantiated costs for the failure of the Contractor to perform any obligation under this Solid Waste Services Agreement and all damages, whether based upon contract, work stoppage, strike, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Solid Waste Services Agreement, and whether
incidental, consequential, indirect or punitive, resulting from the Breach;

3) The Municipality may (A) call upon the sureties to perform their obligations under the performance bond or (B) in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Municipality for the performance of the required services;

4) The Municipality shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Municipality shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law;

5) Upon any such termination of this Solid Waste Services Agreement, the Contractor shall for a period requested by the Municipality, but not longer than six (6) months, continue to perform the contractual services during which period the Municipality shall pay the Contractor its scheduled compensation;

6) No remedy by the terms of this Solid Waste Services Agreement conferred upon or reserved to the Municipality is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Municipality. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

b) This Section 9.3 shall survive the termination of this Solid Waste Services Agreement.

Section 9.4 Events of Default and Remedies of Contractor

a) If a Breach occurs under Section 9.2, the Contractor may declare an Event of Default and terminate this Solid Waste Services Agreement immediately, upon notice to the Municipality. In such event, the Contractor's sole remedy shall be to seek and recover from the Municipality any unpaid amounts due the Contractor and any damages, whether incidental, consequential, indirect, or punitive, resulting from the Breach. The Contractor shall not be entitled to specific performance or any other equitable remedies.
b) This Section 9.4 shall survive termination of this Solid Waste Services Agreement.

ARTICLE X
INSURANCE AND INDEMNIFICATION

Section 10.1 Insurance

a) The Contractor shall maintain for the duration of this contract and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Illinois and that meet the requirements set forth in Exhibit C. The Contractor shall provide the Municipality with a certificate of insurance indicating that such insurance coverage meets the requirements contained in Exhibit C.

b) The Contractor agrees to include the Municipality as an additional named insured on both general and auto liability insurance policies, and the umbrella policy.

c) The Contractor agrees to provide Pollution Liability insurance with at least a one million dollar limit of liability.

d) The Contractor will provide transportation coverage to apply to the Loading or Unloading of any watercraft, aircraft, Motor Vehicle, or rolling stock of any kind, whether owned, operated or rented by or loaned to the Named Insured or not. Coverage will also apply to the transportation of materials to or from any job site in the course of the performance of the Named Insured's Covered Operations.

e) The disposal site used by the Contractor will be insured as well per 40 CFR (Code of Federal Regulations) Chapter I, Part 264.147, which requires the disposal facility operator(s) to have ½, 3/6, 4/8, limits for sudden and non-sudden occurrences.

f) Insurance premiums shall be paid by the Contractor and shall be without cost to the Municipality.

Section 10.2 Indemnification

a) The Contractor agrees to indemnify, defend and hold harmless the Municipality, its officials, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses, fees, including attorneys' fees, and costs which may accrue against the Municipality in consequence of entering into this Solid Waste Services Agreement or which may result from or arise out of any action or omission of the Contractor, its officers, employees, agents or subcontractors.

b) The Contractor shall provide landfill indemnification as outlined in Exhibit "D" of this Solid Waste Services Agreement.
ARTICLE XI
MISCELLANEOUS

Section 11.1 Non-Assignability

The Contractor shall not assign this Solid Waste Services Agreement or any part thereof without prior written consent of the Municipality. Approval, if any, for such assignment shall be made by the corporate authorities of the Municipality. The Contractor shall not assign or subcontract this Solid Waste Services Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Municipality, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Any assignment approved by the corporate authorities of the Municipality shall not change the terms of the Solid Waste Services Agreement.

Section 11.2 Equal Employment Opportunity

a) In the event of the Contractor's noncompliance with the provisions of this Section 11.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Solid Waste Services Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

b) During the performance of this Solid Waste Services Agreement, the Contractor agrees as follows:

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.

2) That, if it hires additional employees in order to perform this Solid Waste Services Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

3) That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because
of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4) That the Contractor will send to each labor organization or representative thereof with which it is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights and the Municipality, and will recruit employees from other sources when necessary to fulfill the Contractor's obligations thereunder.

5) That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Municipality, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6) That the Contractor shall permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7) That the Contractor shall include, verbatim or by reference, the provisions of this Section 11.2 in every subcontract it awards under which any portion of the Solid Waste Services Agreement obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. The Contractor will promptly notify the Municipality and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.

c) During the term of this Solid Waste Services Agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. Findings of non-compliance with applicable State or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Solid Waste Services Agreement.
Section 11.3 Prevailing Wage Rates

a) Not less than the prevailing rate of wages, as found by the Municipality or the Illinois Department of Labor, or determined by a court on review, shall be paid to all laborers, workers and mechanics performing work under this Solid Waste Services Agreement. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this Solid Waste Services Agreement and showing the actual hourly wages paid to each such person.

b) The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this Solid Waste Services Agreement.

c) If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Municipality, the revised rate, as provided by the Municipality to the Contractor, shall apply to this Solid Waste Services Agreement.

Section 11.4. Performance Bond or Letter of Credit

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be substantially in the form attached as Exhibit D, to be executed by a responsible surety company and to be in the penal sum of $500,000. Such performance bond shall be furnished annually by the Contractor for the following contract year, and shall indemnify the Municipality against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the date that the Contractor commences providing Services to the Municipality and bond shall be posted within thirty (30) days of the anniversary of the date on which the Contractor commenced provision of Services pursuant to this Agreement.

Section 11.5 Provision for Telephone Calls

The Contractor shall maintain an office and a [1-800] telephone number, for the receipt of service, billing and complaint calls, and shall be available for such calls on all working days from 7:00 a.m. to 5:00 p.m. Any complaints must be given prompt and courteous attention, and in case of missed scheduled collections, the Contractor shall investigate; and if verified, shall arrange for collection of such waste within 24 hours after the complaint is received.

Section 11.6 Equipment to be Used by Contractor

a) The Contractor agrees to collect all materials described in Section 4.1 in fully enclosed, leak-proof, modern trucks. All vehicles and collection equipment will be kept in safe, operable condition. Any equipment that is used by the Contractor, that is determined to be unsafe, or in an overall poor condition by the Municipality, shall be replaced at the request of the Municipality. Equipment used for Private Service described in Section 4.3 may be open-body trucks, dump trucks and similar type
equipment. When open-body trucks are used, the Contractor shall take such action as is necessary to prevent littering and blowing debris.

b) Containers used under the franchised service shall be operable and safe. Any container in disrepair of this sort shall be replaced within three (3) days of notification by customer or the Municipality. Any containers that is cosmetically offensive will be replaced within five (5) days of notification by the customer of the Municipality. All containers will be adequately demarcated with the Contractor's logo. Each container will have an inventory control number or customer's address demarcated on each container that is cross-referenced to the service matrix.

Section 11.7 Compliance with Laws

a) The municipality agrees to allow contractor any direct pass through increase associated with any change of any nature (by modification, addition or deletion of any provision) in any Federal, State or local law which poses an tax increase or new tax or fee that directly impacts the contractors costs. Upon the occurrence of such an event, the contractor shall notify the municipality in writing the amount of the scheduled increase which shall occur on the next billing period.

b) The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 11.8 Care and Performance

The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and competent manner, without supervision by the Municipality, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.

If the Contractor causes damages to the streets and/or alleys of the Municipality, the Municipality shall prepare a cost estimate to repair the damage and the Contractor has 30-days to provide written comment to the cost estimate and will remit the cost to repair the damage to the Municipality within 30-days once a final written cost of the repair is sent to the Contractor.

Section 11.9 No Alcohol or Drugs

The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in the course of performing their duties under this Solid Waste Services Agreement.

Section 11.10 Governing Law

This Solid Waste Contract and any questions concerning its validity, construction, or performance shall be governed by the laws of the State.
Section 11.11 Severability

The invalidity or unenforceability of one or more of the terms or provisions contained in this Solid Waste Services Agreement shall not affect the validity or enforceability of the remaining terms and provisions of this Solid Waste Services Agreement so long as the material purposes of this Solid Waste Services Agreement can be determined and effectuated.

Section 11.12 Customer Service

The Contractor shall provide a monthly report, on a contract quarterly basis, listing all franchise customer private service requests and any complaints with resolutions.

Contractor will provide a listing of business via an excel spreadsheet to assist the City in annual mailing with cost not to exceed $1,000 annually.

Section 11.13 Excused Non-Performance / Force Majeure

In the event of a natural disaster (i.e. tornado, fire, floods, acts of God, etc.) Groot will supply available resources to the City of Evanston within 24 hours of notice. Groot has 100 yard transfer trailers and roll-off dumpsters that can be supplied for loading from Evanston's equipment. Any available packer vehicles will be supplied with all available man power to assist the City crews in the collection of solid waste. All charges for trucks and manpower will be on an hourly basis and rates will be determined at the time of the event.

Section 11.14 Notices

Except as otherwise required, all notices or communications required or permitted pursuant to this Solid Waste Services Agreement shall be in writing and deemed given: (a) when delivered if delivered in person or transmitted by facsimile, telex or similar form of telecommunication; or (b) five (5) days after deposit in the United States mail, if sent by certified or registered mail, postage prepaid, addressed as follows:

Superintendent of Streets and Sanitation  
2020 Asbury Avenue  
Evanston, Illinois 60201

Groot Industries  
2500 Landmeier Road  
Elk Grove Village, Illinois 60007

Changes in person and addresses to which such notices may be directed may be made from time to time by any party by notice to the other party given in accordance with this Section 11.14.
IN WITNESS WHEREOF, the parties hereto have caused this Solid Waste Services Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

[CONTRACTOR]
By: [Signature]
Its: [Position]

ATTEST:
By: [Signature]
Its: [Title]

[MUNICIPALITY]
By: [Signature]
Its: [Position]

ATTEST:
By: [Signature]
Its: [Position]
EXHIBIT A

MUNICIPALITY ORDINANCE
83-O-08
MUNICIPAL SOLID WASTE FRANCHISE

83-O-08
AN ORDINANCE

Establishing A Municipal Solid Waste Franchise Service and Amending Various Sections of Title 8 Chapters 5 and 5½

WHEREAS, the Mayor and City Council of Evanston have determined that an exclusive solid waste and recycling franchise for commercial, business, institutional, and multifamily buildings would be in the best interest of both the City and the users; and

WHEREAS, the exclusive solid waste franchise would lower and standardize collection and disposal costs; and

WHEREAS, the exclusive solid waste franchise would stabilize yearly cost increases to the users; and

WHEREAS, City enforcement of public safety and health laws would be greatly enhanced though an exclusive solid waste franchise; and

WHEREAS, an exclusive solid waste franchise would minimize and more effectively control the flow of heavy equipment on City alleys and streets through the efficient routing of collection vehicles; and

WHEREAS, an exclusive solid waste franchise would provide every user with recycling services and reduce land fill waste volumes;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:
SECTION 1: That Title 8, Chapter 5 of the Evanston City Code of 1979, as amended, is hereby further amended and replaced in its entirety to read as follows:

CHAPTER 5
MUNICIPAL SOLID WASTE

8-5-1: DEFINITIONS:

In the construction and application of this chapter, the following words shall have the meanings respectively ascribed to them in this section:

CONTAMINATED: Not in its pure state; tainted, putrefied, polluted, or unclean.

MUNICIPAL SOLID WASTE: Includes recyclable materials, refuse, and yard waste.

PRIVATE SCAVENGER: Any non-governmental entity or any person(s) not employed by a governmental entity, engaged in the business of collecting, transporting, and/or disposing of municipal solid waste.

RECYCLABLE MATERIALS: Any material that can be recycled or reused.

REFUSE: Includes all discarded, unwanted, or rejected materials, not including yard waste or recyclable materials.

YARD WASTE: Includes all grass clippings, leaves, tree pruning and woody wastes, weeds, brush, and other compostable landscape type material.

8-5-2: DIRECTOR OF PUBLIC WORKS; SUPERVISION:

All matters relating to or affecting the collection, removal, or disposal of municipal solid waste shall be subject to the supervision and direction of the Director of Public Works or his or her designee. Designees of the City Manager are also hereby authorized to enforce all provisions of this Title relating to such matters.

8-5-3: GENERAL DISPOSAL REQUIREMENTS:

(A) All refuse must be stored in a clean, leak proof, nonabsorbent container during the storage period.

(B) Refuse need not be separated based on whether it is combustible, noncombustible, or putrescible; provided, however, that when any recyclable
materials are mixed in with refuse, the provisions of this Chapter pertaining to recyclable materials shall apply.

(C) Yard wastes shall be placed in either: 1) thirty (30) gallon (maximum) Kraft paper bags; or 2) roll out carts purchased through the office of the Director of Public Works and sold at a cost to be established by the City Council. Yard waste consisting of brush or tree branches may be tied in bundles which must be no more than four feet (4') in length and tied with cloth ties. Tree branches less than four inches in diameter are considered yard waste and will be collected by City crews, larger branches must be removed at the expense of the resident. The diameter of the bundles must not exceed three feet. Bundles tied with plastic, wire, or rope will not be accepted.

(D) No refuse shall be deposited, be thrown away, or be permitted to accumulate or remain in any street, alley or other public place or in any place where its presence would constitute a nuisance to others or a potential or actual hazard to health, sanitation or safety.

(E) Occupiers, owners, or operators of residences and business or commercial properties shall not use waste receptacles placed on the public way by the City to collect refuse disposed of by passersby.

8-5-4: RECYCLABLE MATERIALS DISPOSAL REQUIREMENTS:

(A) The recyclable materials listed in this Section set out for disposal shall be cleaned and segregated from any refuse and set out in special receptacles provided by the City or the franchise waste private scavenger(s):

1. Paper items including newspapers and all inserts, direct mail advertising, office paper, magazines, catalogs, phone books, cardboard, and chipboard (flattened cereal or tissue boxes, paper towels and toilet paper rolls, and food boxes). No waxed paper products will be accepted.

2. Glass jars and bottles without lids.

3. Aluminum cans, containers, and clean foil.

4. Steel and bimetal cans including empty aerosol cans and empty dry paint cans.

5. Plastic containers with material code numbers one (1), two (2), three (3), four (4), five (5), and seven (7) without lids, plastic six- and twelve-pack rings.

6. Such other articles as shall be from time to time mandated by regulations promulgated by the Director of Public Works.
(B) The above articles shall be set out for collection in such specific manner as shall be determined by regulations promulgated by the Director of Public Works.

8-5-5: RECYCLABLE MATERIALS RECEPTACLES:

The recycling container provided is the property of the City or the franchise private waste scavenger(s) and is to be used only for recycling pursuant to this Chapter. Abusing it or using it for any other purpose constitutes a violation of this Chapter and may result in a special pick-up fee for the collection of the non-recyclable material and cause the City or the franchise waste private scavenger(s) to reclaim the receptacle.

8-5-6: GENERAL RECEPTACLE REQUIREMENTS:

(A) Residential: Garbage containers used at residences with four (4) or less dwelling units shall be either the ninety-five (95) gallon or sixty-five (65) gallon rollout carts provided by the City. Each additional roll out refuse cart will require the payment of a monthly fee of two dollars and fifty cents ($2.50).

(B) Location: Refuse collection containers shall be located aboveground. No collection will be made from containers set into the ground unless such containers were being serviced by City provided municipal solid waste collection service or a private scavenger as of the effective date of this Ordinance.

(C) City Provided Containers:

1. Refuse roll out carts or dumpsters provided by the City will be imprinted with a serial number and stamped with the City seal to identify the roll out carts. Ownership of the refuse carts shall remain with the City and unauthorized removal of said carts shall be a violation of this Chapter.

2. Roll out carts specifically marked for yard wastes and purchased through the office of the Director of Public Works are acceptable containers and will be collected by City crews. These carts are the property of the purchaser. Yard waste roll out carts are maintained and repaired by the City as a courtesy but residents are responsible for paying for any replacements that are needed.

3. The roll out carts used for refuse will be maintained and repaired by the City. The City will replace the City issued roll out cart for refuse free of charge when it determines that a replacement is needed.

(D) Yard Waste: Kraft paper bags used for yard waste shall have a maximum capacity of thirty (30) gallons and weigh no more than fifty (50) pounds when filled.
(E) Container Labeling: All municipal solid waste collection containers provided by private scavengers shall:

1. Display the name and address of the premises they serve in conspicuous lettering. Said lettering is to be maintained in a clean and legible condition. Containers shall be situated so that the required lettering is visible from the public way.

2. Be registered annually with the Director of Public Works on the form provided by him or her and requiring the name, address, and telephone number of the owner and operator of the premises serviced by said containers, the number of containers, the capacity of each, their location, the name, address, and telephone number of the scavenger service, and the frequency of scavenger pick ups. The registrant shall update the information provided within ten (10) days of a change.

3. If located in the downtown zoning districts, shall be maintained with their lids shut and locked, except when depositing or removing waste.

8-5-7: OWNERSHIP OF RECYCLABLE MATERIALS:

Ownership of recyclable materials shall be vested in the City or in haulers authorized by the City. Unauthorized collection of recyclable materials set out for collection shall constitute a violation of this Chapter.

8-5-8: DESIGNATION OF COLLECTION SITE; COLLECTION AGENT:

(A) Every building, establishment, institution or premises shall contain a designated refuse collection site which meets the standards of convenience and health and safety published by the Director of Public Works with the advice of the Health Department, Department of Community Development and the Fire Department. This requirement shall be applicable to all construction sites and remodeling projects.

(B) Each premises occupied or used as a multi-family residential unit, business, or commercial purpose shall designate one individual who shall at all times be responsible for all requirements under this Chapter.

8-5-9: COLLECTION RESPONSIBILITY:

8-5-9-1: MUNICIPAL SOLID WASTE COLLECTION SERVICE:

(A) The City shall provide municipal solid waste collection service, not including the collection of building materials, on a once per week basis when practicable, to the following:
1. All single-family detached homes. For purposes of this section, a structure commonly called a "coach house" or "carriage house" is considered to be a "single-family detached home" separate from the principal house on the same lot.

2. All multiple dwellings of four (4) or fewer units.

3. Townhouse, row house, or multiple dwellings which are at least seventy five percent (75%) owner occupied for the entire housing complex, and that the Director of Public Works determines shall be included in the municipal solid waste collection service based on accessibility. Townhouse, row house, and multiple dwellings that the Director of Public Works determines shall not be included in the municipal solid waste collection service shall be serviced by the municipal solid waste franchise service pursuant to Section 8-5-9-3 of this Chapter. A sanitation service charge for the municipal solid waste collection service will be charged as specified in section 8-5-12 of this Chapter.

(B) The City shall provide municipal solid waste collection service via private scavenger under contract with the City, not including the collection of building materials, on a twice per week basis when practicable, to each unit of a condominium, cooperative apartment, townhouse, or row house dwelling which is at least seventy five percent (75%) owner occupied for the entire housing complex. A sanitation service charge for the municipal solid waste collection service will be charged as specified in Section 8-5-12 of this Chapter.

(C) All other residences, businesses, institutions or other legal entities shall be serviced by the City franchise waste service pursuant to Section 8-5-9-3 of this Chapter unless the residence, business, institution, or other legal entity is:

1. Exempted from the municipal solid waste franchise service pursuant to Section 8-5-9-3-2 of this Chapter; or

2. Receiving municipal solid waste collection service from a private scavenger contracted by the City pursuant to Section 8-5-9-2 of this Chapter; or

3. Serviced by a governmental agency other than the City; or

4. A university, hospital, or governmental agency.

(D) Any person or legal entity occupying any building required to provide private scavenger service shall, upon the request of the City Manager or his or her designee, provide a copy of the current contract for refuse collection with a licensed scavenger for the premises in question.
(E) The disposal of building materials shall be undertaken by the dwelling occupant or owner at his or her own expense.

(F) The Director of Public Works shall designate procedures regulating the collection of refuse, garbage, large, heavy or extraordinary materials and items.

(G) There is hereby established a minimum fee of twenty-five dollars ($25.00) for a "special pick up," which is defined as an amount of refuse which is too large to fit in the container provided by the City. The twenty-five dollar ($25.00) fee will cover the collection, transportation and disposal of up to three (3) cubic yards of refuse. For each additional three (3) cubic yards of refuse in excess of the initial three (3) cubic yards, an additional ten dollars ($10.00) will be charged. If the amount of refuse is so large or the refuse is placed in an uncontained manner that the City's collection and disposal cost exceeds twenty-five dollars ($25.00), the fee may be increased by the Director of Public Works or his or her designee to cover the City's cost. Residents will be advised on their collection day if a special pick-up is required. If residents do not call within forty-eight (48) hours of receiving notification, the special pick-up will be performed and the resident will be charged.

(H) If the City Manager or his or her designee determines that a Sunday waste pick up from a business or commercial premises is required in the interest of the public health, welfare, or safety, he or she: 1) shall order same and invoice the operator of the premises in question for one hundred fifty dollars ($150.00), and 2) may cause the area in proximity to said receptacle to be cleaned. If the area adjacent to the container is not kept clear of refuse on a Sunday, the City may remove the refuse adjacent to the container and invoice the operator of the premises in question one hundred fifty dollars ($150.00) for each occurrence. Nonpayment of any invoice issued pursuant to this section within thirty (30) days of its date shall constitute a violation of this Chapter.

8-5-9-2: CONDOMINIUM/COOPERATIVE APARTMENT COLLECTION:

(A) Occupants of condominiums and cooperative apartments whose residence units total more than six (6) and where the building is at least seventy five percent (75%) owner occupied shall be provided with municipal solid waste collection service by either a private scavenger under contract to the City or a designee of the Director of Public Works. Service shall be a maximum of twice a week or on a schedule to be determined by the Director of Public Works. A sanitation service charge for the municipal solid waste collection service will be charged as specified in section 8-5-12 of this Chapter.

(B) Refuse containers for such dwelling units shall be provided by either the private scavenger under contract to the City or the designee of the Director of Public Works.
(C) In the event a condominium/cooperative apartment has limited refuse storage capacity requiring removal more than twice per week, as determined by the Director of Public Works or his or her designee, the extra collection service shall be obtained at the expense of the building occupants or owners.

(D) The designated collection site for a condominium/cooperative apartment will be located so as to provide the highest degree of accessibility to collection vehicles.

8-5-9-3: MUNICIPAL SOLID WASTE FRANCHISE:

8-5-9-3-1: ESTABLISHING MUNICIPAL SOLID WASTE FRANCHISE WASTE SERVICE, GENERAL REGULATIONS:

As suits the current best interest of the City, and to better enable the City to regulate and control the collection, transportation, and disposal of municipal solid waste, the City may provide for an exclusive franchise waste service to collect, transport, and dispose of municipal solid waste by one or more qualified private scavengers procured through a competitive bidding process.

(A) The following shall be serviced by the exclusive municipal solid waste franchise service:

1. All townhouse, row house, or multiple dwellings that the City does not provide municipal solid waste collection to under Section 8-5-9-1(A)(3) and 8-5-9-1(B) of this Chapter, and

2. All residences, businesses, institutions, or other legal entities required in Section 8-5-9-1(C) of this Chapter to receive service from the municipal solid waste franchise service.

(B) All those required to receive franchise waste service shall be responsible for paying all fees in accordance with the exclusive franchise contract.

(C) Such service shall be as often as may be required to prevent a nuisance or a threat to public health, welfare and safety, but in no event, shall service be less than once each week.

(D) No person or legal entity occupying a building required to receive the municipal solid waste franchise service shall enter into or extend a current contract for municipal solid waste collection after November 1, 2008. All such contracts shall be deemed invalid after November 1, 2008.

(E) Any entity not subject to service through the municipal solid waste franchise may petition the Director of Public Works or his or her designee, in writing, for such service.
8-5-9-3-2: MUNICIPAL SOLID WASTE FRANCHISE SERVICE EXEMPTIONS:

Any person or legal entity occupying any building specified in Section 8-5-9-3-1 of this Chapter may request, in writing, to the Director of Public Works or his or her designee, that they be exempted from the City franchise service. Said request shall specify the circumstances that necessitate such exemption status which may include, but are not limited to, a corporate contract whose provisions are outside the persons' or entities' control or a specialized service that cannot be provided by the City franchise service.

Any person or legal entity that has been granted an exemption from the City franchise waste service shall contract at its own expense with a private scavenger licensed by the City pursuant to Title 8, Chapter 5 1/2 of this Code. Municipal solid waste pickup by the private scavenger shall be as often as may be required to prevent stored refuse from becoming a nuisance or a threat to the public health, welfare, or safety.

8-5-10: ACCESS TO ALLEYS, COLLECTION:

(A) Residences With Access To An Alley: All residences which abut upon an alley shall designate a collection site at the edge of the property directly adjacent to such alley. Where practicable, the site shall not be fenced or otherwise closed off in such a manner as to impede efficient collection. Any gates leading to the collection site from the alley shall be unlocked. The collection site may be on the alley itself, provided that containers shall not interfere with the free movement of vehicles in the alley.

(B) Residences Without Alley Access:

1. Occupants of residences whose property does not abut an alley shall locate garbage containers along the curb immediately adjacent to the property, provided that containers shall not interfere with the free movement of vehicles in the street or pedestrians on walkways.

2. Garbage containers and all other refuse materials shall be containerized or secured and placed at the curb not earlier than six o'clock (6:00) p.m. of the day preceding collection nor later than seven o'clock (7:00) a.m. on the day of collection. All containers shall be removed from the curb no later than seven o'clock (7:00) p.m. on the day of collection or twelve (12) hours after actual collection, whichever occurs later.

8-5-11: RESPONSIBILITY FOR COMPLIANCE:

Every owner, occupant, agent, employee of an owner or occupant, including corporations, associations of owners and individuals responsible for the
collection and removal of refuse, garbage, and yard waste shall comply with each applicable provision of this Chapter.

8-5-12: IMPOSITION OF SANITATION SERVICE CHARGE:

There is hereby established a six dollar and ninety-five cent ($6.95) charge per month per dwelling unit for the collection and disposal of municipal solid waste by the City. This charge shall not apply to those receiving the City waste franchise service pursuant to Section 8-5-9-3 of this Chapter. This charge shall apply to the following:

(A) All units receiving municipal solid waste collection service from the City pursuant to Section 8-5-9-1 of this Chapter; and

(B) All condominium and cooperative apartment units receiving municipal solid waste collection service from a private scavenger under contract to the City pursuant to Section 8-5-9-2 of this Chapter.

8-5-13: BILLING PROCEDURES; DISPOSITION OF FUNDS:

The Sanitation Service Charge, extra refuse container charge and the special pick up fee shall be added to and separately recited upon a statement of charges for water consumption, sewer service, solid waste collection service, extra refuse container charge, and special pick up service. Such statement shall be prepared and mailed to the consumer at least every six (6) months. Such statement shall become delinquent if unpaid after twenty (20) days from the date of the statement, and a penalty of ten percent (10%) of the amount due and owing for the period recited upon such statement shall thereafter be added to such statement and collected in addition thereto. All revenue received in payment of the sanitation service charge, extra refuse container charge and the special pick up fee shall be deposited in the general fund.

Whenever any Sanitation Service Charges or special pick up fees shall remain unpaid after the expiration of thirty (30) days from the date of such statement, the water supply for the premises so served and delinquent shall be terminated, and the service shall not be resumed until all recycling and special pick up bills in arrears shall have been paid, including accrued penalties and service fee of fifteen dollars ($15.00) paid for termination and resumption of water supply service.

The City Manager, or his or her designee, shall enforce the provisions of this Chapter.

Those receiving franchise waste service shall be responsible for paying all fees in accordance with the exclusive franchise contract.
8-5-14: CHARGES CONSTITUTE A LIEN:

Charges for the sanitation service charge and special pick up fees shall be a lien upon the premises served pursuant to the law thereto pertaining. When such charges have been delinquent for a period of sixty (60) days, the City Manager shall cause a statement of lien to be recorded against the premises served and delinquent in the form and manner provided by law.

The failure to record such a lien or to mail notice thereof shall not affect the right of the City to foreclose or adjudicate such a lien, by an equitable action in accordance with the statutory requirements therefor and in the same manner as provided for water service in section 7-12-7-4 of this Code. The City Manager shall execute releases of such liens on behalf of the City upon receipt of payment therefor.

8-5-15: PENALTY:

(A) Any person who shall violate the provisions of this Chapter except sections 8-5-7, 8-5-12, 8-5-13, and 8-5-14 of this Chapter, shall be punishable by a fine of not less than twenty-five dollars ($25.00) nor more than five hundred dollars ($500.00). A separate offense shall be deemed committed for each day such violation occurs or continues.

(B) Any person who shall violate section 8-5-7 of this Chapter shall be punishable by a fine of not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00). A separate offense shall be deemed committed for the unauthorized collection of each receptacle containing recyclable materials.

SECTION 2: That Title 8, Chapter 5 1/2 of the Evanston City Code of 1979, as amended, is hereby further amended and replaced in its entirety to read as follows:

CHAPTER 5 1/2

MUNICIPAL SOLID WASTE HAULING LICENSES

8-5: 1/2-1: LICENSE REQUIRED:

(A) No private scavenger as defined in Section 8-5-1 of this Code shall engage in the collection, transportation, and/or disposal municipal solid waste within the municipal limits without first having obtained a license to do so. The only private scavengers eligible to apply for such a license are:

1. Those contracted by the City to collect municipal solid waste.
2. Those contracted by the City as the franchise waste hauler(s) pursuant to Section 8-5-9-3 of this Code.

3. Those servicing persons or entities that are not required to be serviced by the City's municipal solid waste pick-up service or the municipal solid waste franchise service.

(B) Every application for a license to carry on the business of a private scavenger shall conform to the general provisions of Title 8, Chapter 5 of this City Code relating to municipal solid waste, and shall state the number of vehicles which the applicant intends to operate or use in such business.

(C) The application for a license so required herein shall state what method of disposal and the place thereof proposed by the applicant. The license shall be granted only upon the approval of the application by the Public Health Director or his or her designee, and may be revoked at any time upon the recommendation of the Public Health Director for cause.

8-5: 1/2-2: FEE, BOND AND INSURANCE, INDEMNIFICATION:

(A) Each licensee shall pay annually to the City Collector the sum of ninety dollars ($90.00) for each and every vehicle used by the licensee to haul municipal solid waste.

(B) Each licensee shall execute a bond in the City in the sum of five thousand dollars ($5,000.00). This bond shall contain a provision requiring the surety to investigate and defend third party suits.

(C) Each licensee shall agree in writing to indemnify, save, and keep harmless the City from any and all loss, cost damage, expense or liability of any kind whatsoever, which the City may suffer or which may be recovered against the City from or on account of the issuance of the license or on account of any activity advocated or permitted by the City. Additionally, each licensee shall supply to the City a certificate of insurance evidencing insurance coverage pertaining to all of the licensee’s equipment, personnel and operations in the following amounts:

1. General Liability: Two million dollars ($2,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: One million dollars ($1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.

3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by Illinois state statute.
The City shall be listed as an additional insured on the certificate of insurance, and any change to the certificate or policy of insurance must be reported to the Public Health Director or his or her designee prior to the change becoming effective.

8-5: 1/2-3: MANNER OF DISPOSAL:

Municipal solid waste collected by private scavengers shall, under no circumstances, be disposed of in any public dump or public place within the City, nor in any other manner or place other than as prescribed by the Public Health Director or his or her designee.

8-5: 1/2-4: VEHICLE REQUIREMENTS

8-5: 1/2-4-1: CONSTRUCTION REQUIREMENTS:

Every vehicle constructed for or intended to be loaded with municipal solid waste shall be constructed according to the regulations and orders of the Department of Health.

All vehicles mentioned in this Section and all boxes, tubs and receptacles thereon in which any substance in such Section referred to may be or is carried, shall be strong and tight, so that no part of such contents or load shall fall, leak or spill therefrom, and shall be adequately and tightly covered so as to prevent the same from being offensive.

8-5: 1/2-4-2: USE CREATING NUISANCE PROHIBITED:

No vehicle carrying offal, swill, putrescible waste, or the contents of any privy vault, cesspool, or sink, or having upon it or in it any manure or other nauseous or offensive substance shall, without necessity therefore, stand or remain, nor shall a needless number gather, before or near any building, place of business or other premises where any person may be; nor shall any such vehicle stand or remain an unreasonable length of time in loading or unloading or in passing along any street or through any inhabited place or grounds; nor shall any such vehicle, or the driver thereof, or anything pertaining thereto, be in a needlessly filthy or offensive condition, and when not in use, such vehicle and all implements used in connection therewith shall be stored and kept in some place where no needless offense shall be given to any of the inhabitants of the City.

No driver of any such vehicle, nor any person having undertaken or being engaged about the loading or unloading thereof, nor any person engaged about the cleaning or emptying, or having undertaken to empty or remove any manure, putrescible waste, offal or the contents of any vault, sink, privy, catch basin, cesspool, or any noxious or offensive substance shall do or permit to be done
about the same, or in connection therewith, that which shall be needlessly offensive or filthy in respect to any person, street, place, building or premises. All vehicles shall be thoroughly disinfected and put in an inoffensive condition when not in use.

8-5: 1/2-4-3: LEAKING PROHIBITED:

No person shall allow and it shall be the duty of every scavenger, contractor, and person who has ordered or produced or is having any of the following articles carried, to prevent any vehicle from being so fully loaded or from being in such bad state of repair, or of such faulty construction or from being so improperly driven or managed, that any offensive liquid or any manure, garbage, rubbish, offal, dirt, or material thereon shall fall upon or in any place, street or premises. It shall be the duty of every such person to at once remove such materials from said property and replace same on such vehicle.

8-5: 1/2-5: COLLECTION EQUIPMENT CONDITION AND LABELING:

Each licensee shall maintain its equipment used in the designated services in good repair and working order. All collection equipment used by the licensee must have the name and telephone number of the firm clearly displayed. Vehicles shall have such information displayed on both sides.

8-5: 1/2-6: CONSTRUCTION OF CHAPTER:

Nothing in this Chapter shall be construed to conflict with any provision of this Code or any other City regulation concerning the removal and disposal of dirt, filth, litter, garbage, ashes, manure, offal, swill, dead animals, and other material from the streets and alleys of the City, by the City and/or through its contractors or otherwise.

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.
SECTION 4: That if any provision of this Ordinance 83-O-08 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance 83-O-08 that can be given effect without the invalid application or provision, and each invalid application of this Ordinance is severable.

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: July 14, 2008
Approved: August 14, 2008

Adopted: August 11, 2008
Lorraine H. Morton, Mayor

Attest: Rodney Greene, City Clerk

Approved as to form:
Elke Tober-Purze, Interim
First Assistant Corporation Counsel
# Exhibit B

## Pricing Sheet

### Cost Proposal

**Solid Waste Hauling & Disposal Services**

<table>
<thead>
<tr>
<th>Container Size</th>
<th>1 x Wk</th>
<th>2 x Wk</th>
<th>3 x Wk</th>
<th>4 x Wk</th>
<th>5 x Wk</th>
<th>6 x Wk</th>
<th>7 x Wk</th>
</tr>
</thead>
<tbody>
<tr>
<td>65 gallon carts</td>
<td>$19.83</td>
<td>$34.35</td>
<td>$47.29</td>
<td>$61.81</td>
<td>$76.33</td>
<td>$90.85</td>
<td>$119.89</td>
</tr>
<tr>
<td>95 gallon carts</td>
<td>$19.83</td>
<td>$34.35</td>
<td>$47.29</td>
<td>$61.81</td>
<td>$76.33</td>
<td>$90.85</td>
<td>$119.89</td>
</tr>
<tr>
<td>1 cubic yard</td>
<td>$36.45</td>
<td>$68.07</td>
<td>$95.44</td>
<td>$126.99</td>
<td>$158.54</td>
<td>$190.09</td>
<td>$253.19</td>
</tr>
<tr>
<td>*1 cy compacted</td>
<td>$57.21</td>
<td>$114.20</td>
<td>$171.41</td>
<td>$228.62</td>
<td>$285.83</td>
<td>$343.04</td>
<td>$457.24</td>
</tr>
<tr>
<td>1.5 cubic yards</td>
<td>$44.58</td>
<td>$78.28</td>
<td>$110.48</td>
<td>$145.48</td>
<td>$179.08</td>
<td>$212.68</td>
<td>$279.88</td>
</tr>
<tr>
<td>*1.5 cy compacted</td>
<td>$79.57</td>
<td>$159.94</td>
<td>$239.01</td>
<td>$318.68</td>
<td>$398.35</td>
<td>$478.02</td>
<td>$637.36</td>
</tr>
<tr>
<td>2 cubic yards</td>
<td>$54.53</td>
<td>$103.58</td>
<td>$148.86</td>
<td>$201.41</td>
<td>$249.73</td>
<td>$299.78</td>
<td>$397.88</td>
</tr>
<tr>
<td>*2 cy compacted</td>
<td>$104.86</td>
<td>$209.72</td>
<td>$314.58</td>
<td>$419.30</td>
<td>$524.16</td>
<td>$629.02</td>
<td>$838.74</td>
</tr>
<tr>
<td>4 cubic yards</td>
<td>$90.65</td>
<td>$164.74</td>
<td>$238.83</td>
<td>$312.75</td>
<td>$385.09</td>
<td>$461.10</td>
<td>$553.87</td>
</tr>
<tr>
<td>*4 cy compacted</td>
<td>$210.75</td>
<td>$421.50</td>
<td>$632.25</td>
<td>$843.00</td>
<td>$1,053.75</td>
<td>$1,264.50</td>
<td>$1,475.25</td>
</tr>
<tr>
<td>6 cubic yards</td>
<td>$135.12</td>
<td>$245.62</td>
<td>$353.42</td>
<td>$468.42</td>
<td>$570.97</td>
<td>$600.90</td>
<td>$721.90</td>
</tr>
<tr>
<td>*6 cy compacted</td>
<td>$316.65</td>
<td>$633.30</td>
<td>$949.95</td>
<td>$1,266.60</td>
<td>$1,583.25</td>
<td>$1,899.90</td>
<td>$2,533.20</td>
</tr>
<tr>
<td>8 cubic yards</td>
<td>$164.49</td>
<td>$306.63</td>
<td>$442.86</td>
<td>$584.16</td>
<td>$733.05</td>
<td>$761.85</td>
<td>$1,046.13</td>
</tr>
<tr>
<td>10 cubic yards</td>
<td>$195.12</td>
<td>$360.50</td>
<td>$525.97</td>
<td>$691.36</td>
<td>$856.64</td>
<td>$906.10</td>
<td>$1,236.86</td>
</tr>
<tr>
<td><strong>20 yard roll off</strong></td>
<td><strong>$345.00</strong></td>
<td><strong>per haul</strong></td>
<td><strong>3 Ton Cap</strong></td>
<td><strong>25 yard roll off</strong></td>
<td><strong>$360.00</strong></td>
<td><strong>per haul</strong></td>
<td><strong>3.5 Ton Cap</strong></td>
</tr>
<tr>
<td><strong>30 yard roll off</strong></td>
<td><strong>$393.00</strong></td>
<td><strong>per haul</strong></td>
<td><strong>4 Ton Cap</strong></td>
<td><strong>40 yard roll off</strong></td>
<td><strong>$428.00</strong></td>
<td><strong>per haul</strong></td>
<td><strong>5 Ton Cap</strong></td>
</tr>
</tbody>
</table>

*Collection Only*

Leased Service
20 yard compaction equipment $345.00 per haul *3 Ton Cap $350.00
25 yard compaction equipment $360.00 per haul *3.5 Ton Cap $375.00
30 yard compaction equipment $393.00 per haul *4 Ton Cap $375.00
40 yard receiver box $428.00 per haul *5 Ton Cap $N/A
2 yard stationary compactor rental only $195.00
4 yard rear load compactor rental only $150.00
6 yard rear load compactor rental only $150.00
*Rental/Lease/Purchase of Apartment style compactor and receiver boxes will be the responsibility of the customer

Escalator (if any)
Year 2 4% Year 4 4% Year 6 4%
Year 3 4% Year 5 4% Year 7 4%
* Additional tons invoiced at $45.67 per ton
## COST PROPOSAL
### RECYCLING SERVICES*

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Frequency of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 x Wk</td>
</tr>
<tr>
<td>65 gallon carts</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$19.24</td>
</tr>
<tr>
<td>95 gallon carts *</td>
<td>FREE</td>
</tr>
<tr>
<td></td>
<td>$19.24</td>
</tr>
<tr>
<td>1 cubic yard</td>
<td>$31.27</td>
</tr>
<tr>
<td>1.5 cubic yards</td>
<td>$34.19</td>
</tr>
<tr>
<td>2 cubic yards</td>
<td>$39.65</td>
</tr>
<tr>
<td>4 cubic yards</td>
<td>$76.44</td>
</tr>
<tr>
<td>6 cubic yards</td>
<td>$92.33</td>
</tr>
<tr>
<td>8 cubic yards</td>
<td>$109.44</td>
</tr>
<tr>
<td>10 cubic yards</td>
<td>$124.97</td>
</tr>
</tbody>
</table>

Please list all items included for recycling pick-up:
*A second 95 gallon cart serviced once per week will be $15.75 per month*

"Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans, clear, green and brown glass bottles and jars, newspapers, magazines, mixed papers (junk mail, chipboard, white and colored paper, brown kraft paper bags); corrugated cardboard, #1 PETE plastic containers and #2 HPDE plastic containers, #3-#7 plastic containers and bags, aseptic beverage containers, six-pack rings and twelve-pack bands, and any other material or materials which the Municipality and the Contractor mutually agree to include as a "Recyclable Material" subsequent to the execution of this Agreement.

Year 2  4%  Year 4  4%  Year 6  4%
Year 3  4%  Year 5  4%  Year 7  4%

* Please note that there is no SWANCC recycling rebate for the commercial base bid
<table>
<thead>
<tr>
<th>Roll Off Size</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 yard</td>
<td>$300.00</td>
</tr>
<tr>
<td>15 yard</td>
<td>$325.00</td>
</tr>
<tr>
<td>20 yard</td>
<td>$345.00</td>
</tr>
<tr>
<td>25 yard</td>
<td>$360.00</td>
</tr>
<tr>
<td>30 yard</td>
<td>$393.00</td>
</tr>
<tr>
<td>40 yard</td>
<td>$428.00</td>
</tr>
</tbody>
</table>

Tonage cap:
- 2 Per Pull
- 2.5 Per Pull
- 3 Per Pull
- 3.5 Per Pull
- 4 Per Pull
- 5 Per Pull

Any franchise fee will be in addition to above proposed rates.

* Additional tonnage invoiced at $45.67 per ton

* Annual increase at 4%
EXHIBIT C

INSURANCE PROVISIONS

A. Insurance Requirements

The Contractor shall procure and maintain the following insurance during the entire term of the agreement described in Section 3.1:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Required Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers' Compensation</td>
<td>Statutory</td>
</tr>
</tbody>
</table>
| 2. Employers' Liability | $500,000 per accident  
                          | $500,000 disease (policy limit)  
                          | $500,000 disease (each employee) |
| 3. Commercial General Liability, including "occurrence" coverage for: |  |
| a. Premises and operations, independent contractors protective, contractual liability, broad form property damage and XCU hazards | $1,000,000 per occurrence for bodily injury and property damage combined.  
                                                         $1,000,000 annual aggregate per location for bodily injury and property damage combined. |
| b. Products and completed operations (including broad form property damage) | $1,000,000 per occurrence for bodily injury and property damage combined.  
                                                                         $1,000,000 annual aggregate for bodily injury and property damage combined. |
| c. Personal injury liability | $1,000,000 per occurrence  
                               | $1,000,000 annual aggregate |
| 4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability) | $1,000,000 per accident for bodily injury and property damage combined. |
| 5. Umbrella/Excess liability (to apply as excess over 2, 3 and 4 above) | $5,000,000 per occurrence  
                                         | $5,000,000 annual aggregate |

B. Miscellaneous Provisions

1. The insurance policies set forth in items 3 and 5 above shall continue to be maintained for a period of two (2) years following the termination of the Agreement.

2. Equivalent insurance must be maintained by each subcontractor of the Contractor.
3. All insurance companies must be reasonably acceptable to the Municipality and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.

4. All liability coverages shall be written on an occurrence basis. If this coverage is on a Claims Made basis then the agreement should note that the Retroactive Date on the policy will not be advanced during the term of the contract. Prior to commencing Services under the agreements, the Contractor shall deliver, or cause to be delivered, to the Municipality certificates of insurance (and other evidence of insurance requested by the Municipality) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.

5. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days' prior written notice has been given to the Municipality by certified mail.

6. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Municipality and the additional insureds set forth below.

7. The insurance policies set forth in items 3, 4 and 5 above shall be endorsed to include the Municipality, the directors, officers, employees, agents and members of the Municipality, SWANCC and the directors, officers, employees, agents and members of SWANCC as additional named insureds for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.
EXHIBIT D

FORM OF PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address or Municipality):

SOLID WASTE COLLECTION AND HaulING AND SERVICE CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than In-Service Date):
Amount:

CONTRACTOR AS PRINCIPAL:
Company: (Corporate Seal)
Signature:
Name and Title:

SURETY
Company: (Corporate Seal)
Signature:
Name and Title:

(Any additional signatures appear on page ___)

(FOR INFORMATION ONLY – Name, Address and Telephone)
AGENT or BROKER:

OWNER’S REPRESENTATIVE (Architect, Engineer or other party):
I. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Solid Waste Services Agreement, which is incorporated herein by reference.

II. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

III. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

a) The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

b) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

c) The Owner has agreed to pay the Balance of the Contract Price to the Surety, in accordance with the terms of the Contract, or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.

IV. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall, promptly and at the Surety's expense, take one of the following actions:

d) Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or

e) Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

f) Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Contract, and
pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

g) Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

V. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner of the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

VI. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

g) The responsibilities of the Contractor for correction of defective work and completion of the Contract;

h) Additional costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4;

i) Liquidated damages as provided in the Contract, or if no liquidated damages are provided for in the Contract for such event, actual damages caused by delayed performance or non-performance of the Contractor.
j) The responsibilities of the Contractor for obtaining the insurance specified in the Contract and for fulfilling the indemnification obligations undertaken by the Contractor in the Contract.

VII. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

VIII. The Surety hereby waives notice of any addition, alteration, modification or change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

IX. Any proceeding, legal or equitable, under this Bond is required to be instituted in the Circuit Court of Cook County and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitations available to sureties as a defense prescribed by Illinois law shall be applicable.

X. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

XI. DEFINITIONS

k) The Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

l) Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

m) Owner Default: Failure of the Owner, which has neither been remedied nor waived, (a) to pay the Contractor, but only to the extent such failure to pay excuses or relieves the Contractor from full and faithful performance of its obligations under the Contract and the completion of the Services provided for in said Contract; or (b) to perform and complete or comply with the terms of the said Contract, but
only to the extent such failure excuses or relieves the Contractor from full and faithful performance of its obligations under the said Contract and the completion of the Services provided for in the said Contract.

(Space is provided below for additional signatures of added parties, other than those appearing on the coverage page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
(Corporate Seal)

Signature: __________________________
Name and Title: ______________________
Address: ____________________________

SURETY

Company: __________________________
Signature: __________________________
Address: ____________________________
EXHIBIT E

Contingency Plan (Section 2.3)

With the removal of labor strikes from the section, Groot will provide the following services in the event of a strike to the commercial and industrial business community.

Business Districts

After five business days of an authorized teamster (local 731) labor strike, Groot will have management deliver roll-off dumpsters to designated business districts for small businesses to utilize. The areas would consist of Central Street, Downtown Corridor, and other business "shopping areas". Roll-off dumpsters will be staggered and limited in each area. Business will have an avenue to dispose of waste, but must be encouraged that only petrifiable (rotting) waste should be discarded. Services will be limited with the few managers that will be available to service all services are predicated on the availability of area landfills and transfer stations. Our non-union management personnel will be servicing your needs during this period of time. We will be in daily communication with your public works department (or whoever you designate) and work together for the best possible outcome.

Industrial Waste

Large business will follow the same time-line as the business districts depending on the type of waste. Groot will focus our limited driver availability to large businesses that must have services due to health concerns.
Businesses that fall in this category are medical facilities, nursing homes, schools with cafeterias and other businesses that can not safely store their waste. Again we will anticipate working with Evanston where possible. It should also be noted that service may come at any time 24/7. So we would appreciate if you would suspend any time/service ordinance(s) so we may not be in violation if we deliver service at odd hours or days. Please understand that no residential or commercial recycling services will be provided during a strike. Recycling material does not pose any health concerns if it is not collected. Groot will maintain our focus on businesses that will have significant health and safety issues if their waste is not serviced.

**Long Term Strike Provision**

In the event of a strike that exceeds 15 calendar business days, the city may elect to collect commercial and industrial waste if there are landfills and transfer stations available to deliver refuse to. Groot will negotiate in good faith with the city in determining the city's hourly rate for collection and tonnage cost for disposal each year. The chart below is the 2008 rate for special services. We suggest we both use the same amounts if it comes to that.

<table>
<thead>
<tr>
<th>Special Services for 2008 (M-F)</th>
<th>$96.68 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Sat)</td>
<td>$108.05 per hour</td>
</tr>
<tr>
<td>(Sun)</td>
<td>$142.17 per hour</td>
</tr>
</tbody>
</table>