

**CONTRACT AMENDMENT NO. 1 TO SOLID WASTE SERVICES
AGREEMENT BETWEEN THE CITY OF EVANSTON AND GROOT
INDUSTRIES, INC., DATED OCTOBER 10, 2008
SOLID WASTE SERVICES AGREEMENT FOR
COMMERCIAL, BUSINESS, INSTITUTIONAL,
MULTI-FAMILY RESIDENTIAL BUILDINGS
("Franchise Agreement")**

EFFECTIVE DATE OF THIS CONTRACT AMENDMENT: November 1, 2015

RECITALS

WHEREAS, the City of Evanston (the "City") and Groot Industries, Inc. ("Groot") desire to renew and extend the term in the aforementioned Commercial Waste Franchise Contract (the "Agreement"), and to also add new sections to the Agreement, through this Contract Amendment No. 1 (the "Amendment"); and

WHEREAS, the language in Sections 2.7, 3.1 and 5.1 of the Agreement are stricken and replaced, and amended in their entirety; and

WHEREAS, this Amendment adds new sections to the Agreement as set forth herein; and

WHEREAS, all other terms of the Agreement, not revised or amended as provided herein, otherwise remain in full and force effect,

NOW, THEREFORE, the parties agree as follows:

I. MODIFICATION NO. 1

ARTICLE II
SCOPE OF SERVICES

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, changes in the scope of services provided by SWANCC or to advance the City's interest in emerging or optimizing sustainability program. 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 Franchised Services.

II. MODIFICATION NO. 2

ARTICLE III
TERMS OF SOLID WASTE SERVICES AGREEMENT

Section 3.1 Term of Solid Waste Contract

The Agreement between the City and the Contractor is renewed for an additional (5) five-year period. The term of the renewal period shall take effect November 1, 2015 and end on October 31, 2020.

III. MODIFICATION NO. 3

ARTICLE V
COMPENSATION

Section 5.1 Compensation

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 refuse collection services, the contractor shall provide compensation from commercial customers based on the rates outlined in Exhibit 1 to this Agreement.

The rates outlined in Exhibit 1 will adjust annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. The rates for the 12 previous months are subject to a minimum 1.5% adjustment and a 3.5% maximum adjustment, such adjustment that shall be effective as of November 1st of each subsequent year this Agreement is in effect.

IV. MODIFICATION NO. 4

The following new sections are added to the Agreement:

Section 11.15 – Protection of Property

The Contractor shall take all reasonable actions to avoid damage as a result of its operations, to existing sidewalks, curbs, streets, alleys, trees, parkways, pavements, utilities, adjoining property, and the property of the City and others. Contractor shall repair any damage thereto or replace damaged items specifically caused by Contractor's operations. Contractor shall also leave all property described in the preceding two sentences in a clean and slightly condition, and

shall clean property that is made unclean or unsightly by Contractor's operations under this Agreement.

All materials collected by the Contractor shall be so contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material resulting from Contractor's operations or activity occurring prior to the delivery of the material to its intended destination.

Section 11.16 – Damage to Streets Prohibited

Contractor shall use equipment that will not damage or disfigure City streets, and its operators/employees shall operate equipment in a manner that will not damage or disfigure City streets, sidewalks, trees, curbs, parkways, pavements, and City property. Contractor shall repair, at its sole expense, all damage to City property that is caused by spills, skidding vehicles, driving on sidewalks or parkways, equipment malfunctioning, or operator/employee negligence. Contractor shall maintain \$35,000 in an account specifically designated for the cleaning of the streets or sidewalks by the City, to be used if the City cleans the streets or sidewalks instead of having Contractor do so, or, in the event Contractor does not perform such work to the City's satisfaction. This account will be maintained on annual basis each calendar year this Agreement remains in effect.

Section 11.17 – Emergency Request for Service

Upon request by the City, Contractor shall provide the services offered under this Agreement free of charge in emergencies to alleviate threats to public health, safety and welfare, including but not limited to, flooding and fly-dumping. The Contractor's obligation to provide collection services under this Section shall be limited to forty (40) hours per year. The Contractor's obligations under this Section do not include locations serviced by any other third party waste collection company. The maximum charge for additional costs associated with services exceeding the 40 hour limit in this Section charged to the City shall not exceed One Hundred Ten Dollars (\$110.00) per hour with one (1) collector. Contractor may be requested to respond to the City's request for these services within a twelve (12) hour period in the event of an emergency.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment No. 1 to the Solid Waste Services Franchise Agreement to be executed by their duly authorized representatives, effective as of November 1, 2015.

Groot Industries, Inc.

By: 
Its: President

City of Evanston

By: 
Its: City Manager

Approved as to Form:


W. Grant Farrar, Corporation Counsel

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EXHIBIT ~~2~~ TO CONTRACT AMENDMENT NO. 1
FRANCHISE AGREEMENT

RATES

Exhibit 1

Solid Waste Hauling Disposal Services

Groot Industries Rates Effective November 1, 2015 - October 31, 2016

Rates below reflect a 12% reduction from the rates effective Nov 1, 2014-Oct 31,2015

Solid Waste Hauling Cost per Month						
Frequency of Service						
Container Size	1 x Wk	2 x Wk	3 x Wk	4 x Wk	5 x Wk	6 x Wk
65 gallon carts	\$22.29					
95 gallon carts	\$22.29	\$38.62	\$53.19			
1 cubic yard	\$40.99	\$76.55	\$107.33	\$142.81		
1.5 cubic yards	\$50.25	\$88.04	\$124.26	\$163.61	\$201.40	\$239.18
2 cubic yards	\$61.33	\$116.49	\$167.39	\$226.51	\$280.84	\$337.13
4 cubic yards	\$101.95	\$185.28	\$268.59	\$351.72	\$433.08	\$518.46
6 cubic yards	\$151.95	\$276.22	\$397.45	\$526.80	\$642.14	\$675.80
8 cubic yards	\$184.99	\$344.85	\$498.03	\$656.96	\$824.39	\$856.79
10 cubic yards	\$219.44	\$405.42	\$591.51	\$777.52	\$963.41	\$1,019.00

Recycling Cost per Month					
Frequency of Service					
Container Size	1 x Wk	2 x Wk	3 x Wk	4 x Wk	5 x Wk
95 gallon carts	Free	\$21.43			
1 cubic yard	\$34.81	\$69.63	\$104.46		
1.5 cubic yards	\$38.07	\$76.15	\$114.22	\$152.28	\$190.35
2 cubic yards	\$44.16	\$88.30	\$132.45	\$176.59	\$220.75
4 cubic yards	\$85.12	\$170.23	\$255.35	\$340.47	\$425.59
6 cubic yards	\$102.79	\$205.61	\$308.40	\$411.22	\$514.03
8 cubic yards	\$121.85	\$243.73	\$332.34	\$487.47	\$609.31
10 cubic yards	\$139.15	\$278.31	\$417.46	\$556.62	\$695.75

Roll-off Rates Cost per Haul			
Size	Temporary	Permanent	Cap (Tons)
10-yard roll-off	\$346.96	\$338.16	2
15-yard roll-off	\$380.22	\$367.02	2.5
20-yard roll-off	\$407.92	\$390.32	3
30-yard roll-off	\$472.23	\$445.83	4

Temporary roll off rates will be reduced by 10% for customers who have more than ten containers per job/address.

Permanent Compactors		
Yards	Per Haul	Cap (Tons)
20-yard compaction equipment	\$390.32	3
25-yard compaction equipment	\$408.07	3.5
30-yard compaction equipment	\$445.84	4

Roll off dumpsters that exceed cap will be invoiced \$60.13 per ton.