

CITY OF JOLIET

150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432

CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- GENERAL TERMS AND CONDITIONS
- INSTRUCTIONS, CONTRACT SPECIFICATIONS FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE/REFUSE, YARD WASTE AND RECYCLING
- EXHIBIT "A" – Pricing
- EXHIBIT "B" – City of Joliet Public Works map indicating alley pickup
- EXHIBIT "C" – Street Container locations
- EXHIBIT "D" – At Your Door Program

GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS

THE GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS APPLY TO ALL PURCHASES AND BECOME A PART OF EACH PURCHASE ORDER OR CONTRACT ISSUED BY THE CITY OF JOLIET UNLESS OTHERWISE SPECIFIED.

1. This Section intentionally left blank.
2. **RFP DEPOSIT:** When a RFP deposit is required as indicated in the Request for Proposal, each proposal must be accompanied by either a bid bond signed by a surety company authorized to do business in Illinois, a cashier's check or a certified check. The RFP deposit for this proposal shall be in an amount equal to ten percent (10%) of the first year's base bid price. The bid bond will be returned upon the submission within ten (10) days of a properly executed performance bond.
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16. **ORGANIZATION AND AUTHORIZATION:** The Contractor must be properly organized under law and duly authorized to do business in the State of Illinois.
17. **PERFORMANCE BOND AND PAYMENT BOND:** The City reserves the right to require the Contractor to supply a Performance Bond and a Labor and Materials Payment Bond issued by a surety authorized to do business in Illinois and having a current A.M. Best financial strength rating of not less than "A-". The bonds shall be filed within ten (10) calendar days of acceptance of the proposer's proposal by the City. The bonds (renewed yearly) for this contract shall be 100% of the first 3 months of the first year of the base contract price. The form of all bonds shall be subject to the approval of the Corporation Counsel of the City.
18. **FAILURE TO FURNISH BOND:** In the event that the Contractor fails to furnish a required bond within thirty (30) calendar days after award, then the RFP deposit of the proposer may be retained by the City. In addition, the City reserves any other rights and claims it may have against the proposer under law or the Contract Documents.
19. **FORMAL SPECIFICATIONS:** When a formal, numbered specification is referred to in the Contract Documents, no deviation from that specification will be permitted.
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23. **NET PRICES:** Proposal prices, unless otherwise specified in the Contract Documents, must be net, including transportation and handling charges fully prepaid by the contractor to the approved delivery point.
24. **ERRORS IN PROPOSAL PRICES:** When an error is made in extending total prices, the unit proposal price will govern.
25. **SPECIFIC PROPOSAL QUANTITIES:** Where quantities are specifically stated, the City will order and pay for, at contract prices, all such supplies or services delivered that meet the specifications and conditions of the contract, provided the Contractor is not in default.
26. **REQUIREMENTS OR ESTIMATED PROPOSAL QUANTITIES:** On Requirements

or Estimated Proposal Quantities, acceptance will bind the City to pay for, at unit proposal prices, only quantities ordered and delivered. Any reference to forecasted or estimated quantities within the proposal documents is intended to inform the proposer of approximate annual requirements. The City may purchase as little as zero percent (0%) or as much as one hundred percent (100%) of the forecasted or estimated quantities.

27. **GENERAL GUARANTY:** Contractor agrees to:

- (a) Defend and indemnify the City of Joliet, and its officers and employees from and against any claim, cost, action or liability of any nature or kind for wrongful death, personal injury, property damage, anti-trust claim, the use of intellectual property, trade secret or patented or unpatented device.
- (b) Protect the City against patent and latent defects in materials or workmanship and to repair or replace any articles damaged or marred in transit or during delivery; and
- (c) Pay for all permits, licenses, and fees and give all notices and to comply with all Federal, State and Local laws, ordinances and regulations.

28. **INSURANCE:** At the Contractor's expense, the Contractor shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Contractor shall furnish Certificates of Insurance to the City before commencing performance or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left". If requested, the Contractor will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

(a) **Comprehensive General Liability:**

- i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$2,000,000.00
Products/Completed Aggregate	\$1,000,000.00
Each Occurrence	\$2,000,000.00
Personal Injury	\$2,000,000.00
- iii. Exclusions relating to the Explosion, Collapse and Underground

hazards shall be deleted.

- iv. Coverage is to be written on an "occurrence" basis.
- v. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.
- vi. Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.

(b) Owners & Contractors Protection:

i. Bodily Injury

Annual Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00

ii. Property Damage:

Annual Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00

(c) Workers Compensation:

- i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers Compensation Insurance. In case employees engaged in hazardous work under this contract at the site of the project are not protected under Workers Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(d) Comprehensive Automobile Liability:

- i. Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.

ii. Limits:

Combined Single Limit	\$2,000,000.00
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(e) Umbrella:

- i. Limits:

Aggregate \$5,000,000.00

- ii. Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.
- (f) **The City of Joliet, and its officers and employees, shall be named as additional insureds on all insurance policies.**

The Contractor understands and agrees that any bond or insurance required by this contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City as herein provided. Contractor may procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment may be necessary for his proper protection in the prosecution of the work.

29. **INDEMNIFICATION:** The Contractor shall defend and indemnify the City, its officers, employees, and its agents from any and all claims, suits, actions, costs, and fees of every nature or description, including Workmen's Compensation claims, to property or injuries or to death of any person arising from the performance of this Contract, or because of any negligent act or omission, or misconduct of the Contractor, its employees and agents, or its subcontractor(s). Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Contractor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

30. **CERCLA INDEMNIFICATION:** The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the Solid Waste collected by the Contractor, both before and after its disposal.

31. **DEFAULT/TERMINATION:** The contract may be terminated for cause by the City Manager in whole or in part by written notice of default issued to the Contractor. This notice may be delivered by first class mail or any other commercially reasonable method. The Contractor shall have seven (7) calendar days from the receipt of such notice to cure the default to the satisfaction of the City Manager.

NON-PERFORMANCE; DEFAULT; BANKRUPTCY:

- a) The Contractor shall be in breach of this Agreement if it is in violation of any of the terms and conditions of this Agreement. Upon notice to the Contractor by the City Manager of a breach of this Agreement, the Contractor shall cure the breach within twenty-four (24) hours of such notice, or within such additional time period determined to be reasonable at the sole discretion of the City Manager. In the case of breach as a result of labor strikes, the Contractor shall cure any breach within three (3) days of such breach, or within such additional time period determined to be reasonable at the sole discretion of the City Manager. In the event of a material breach of this Agreement as provided in subsection b, the City Manager, at his sole discretion, may declare a default under this Agreement.
- b) The Contractor shall be in material breach of this Agreement if it fails to collect or dispose of Refuse, Recyclables, or Landscape Waste in accordance with the schedule of service established by this Agreement for more than two (2) consecutive working days. For the purposes of this provision, the failure to collect or dispose need not be from the same location or area. Other material breaches include, but are not limited to, failure to dispose of materials properly, failure to maintain sufficient equipment and vehicles to perform the services hereunder, failure to respond to Complaints as required herein, failure to keep accounts or records required herein, a persistent and repeated failure to perform by the Contractor, whether such failure relates to an issue not specifically herein described as a "material" breach, and failure to comply with requests made by the City Manager relative to the manner of performance under this Agreement so long as such requests are within the scope of the services herein.
- c) If the Contractor is declared in default under this Agreement, the defaulting Contractor shall be liable for cover damages, consequential damages, incidental damages and any other costs incurred by the City fairly related to the default. The remedies stated herein are in addition to any other remedy provided in the Contract, by any performance or payment securities or under law. The City may exercise any one or more of the following remedies:
- 1) The City may terminate this Agreement upon written notice to the Contractor. Upon any termination of this Agreement, the Contractor shall for a period requested by the City, but not longer than six (6) months, continue to perform the services provided for herein. Compensation during that time shall continue as provided in this Agreement.
 - 2) The City may seek liquidated damages if the Contractor fails to collect and dispose of Refuse, Recyclables or Landscape Waste as required under this Agreement and the missed collection is not rectified within 24 hours. Failure to make any collection shall be cause, at the City's option, to i) deduct 120% of the current rate per collection as liquidated damages from any amounts due to the Contractor in addition to deduction of the regular collection rate, or ii) impose the liquidated damages provision as set forth in Section 22(f) of the Contract Specifications.

- 3) If the Contractor fails to provide any service required under this Agreement, even if such failure is caused by events or occurrences of a nature described as "force majeure", the City shall pay the Contractor only for services actually provided.
 - 4) The City will deduct its cost from the Contractor's monthly invoice for any expenses incurred by the City to provide substitute services in the event of a failure of the Contractor to perform hereunder.
 - 5) The City may seek and recover from the Contractor any unpaid amounts due the City, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, including reasonable attorney's fees whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or nonperformance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the breach.
 - 6) The City may call upon the surety to perform its obligations under performance bond or, in the alternative, after releasing the surety from its obligations under the performance bond or letter of credit, 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 City for the performance of the required services.
 - 7) The City shall have the right to exercise any right or remedy granted by state or federal law as it deems appropriate, including but not limited to 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 City shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
 - 8) No remedy by the terms of this Agreement conferred upon, available or reserved to the City 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 available to the City. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed appropriate. No waiver of any breach or default shall extend to or shall affect any subsequent breach or default or impair any rights or remedies consequent thereto.
- d) In the event the Contractor voluntarily petitions for bankruptcy or is adjudged bankrupt or makes a general assignment for the benefit of his creditors or if a receiver is appointed on account of his insolvency, or in the event that any of

the provisions of this contract are violated by the Contractor (or the City reasonably believes such violation is likely), the City may serve written notice upon the Contractor of the City's intention to terminate such contract. Such notice shall contain the reasons for such intent to terminate the contract. Unless within five (5) days after the serving of such notice upon the Contractor such violation shall cease and arrangements satisfactory to the City for correction be made, the contract shall, upon expiration of said five (5) days, cease and terminate with no further notice and with no obligation on the part of the City to pay for services which have yet to be performed.

In the event of termination due to bankruptcy, in addition to the remedies set forth in subparagraph c), paragraphs 1-8 above, the Contractor shall pay to the City, all costs over and above the contract price expended by the City in the completion of the work and this obligation shall survive the termination of the contract. Such payment shall not preclude or waive the City's entitlement to additional damages or be construed as an election of remedies.

e) This Section shall survive the termination or expiration of this Agreement.

32. **FORCE MAJEURE:** Whenever a period of time is provided for in this Agreement for either the City or the Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, fire, flood, storm, earthquake, tornado or any act of God, but not strike or lockout. Contractor must provide City of Joliet with a plan in case of strike or lockout about how services will not be interrupted for the City of Joliet. Provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed and provided that notice of such event is provided to the other party in writing no later than three (3) days from the onset of such event.

33. **PAYMENT:** The City of Joliet shall pay the Contractor in monthly progress payments based on the unit price times the number of units for that month based on figures provided by the City of Joliet from its accounting system.

Contractor invoices shall be forwarded to the Purchasing Division no later than the 5th day of the month for payment within that month. Invoices will be paid in a timely manner (within thirty days).

34. **CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** In addition to the payments to be retained by the City under the other provisions of these General Conditions and Specifications, the City may withhold sufficient amount of any payment otherwise due to the Contractor to cover the following

- a) For claims arising in and from the performance of the work under this contract.
- b) For failure of the Contractor or subcontractors to make proper payments to his subcontractors and suppliers. The City shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The City will render to the Contractor, a proper accounting of all such funds disbursed in behalf of the Contractor, and such payments shall be considered

as payment made under the contract. The City shall not be liable to the Contractor for any such payment made in good faith.

35. **CHANGE ORDER/DEFINED:** A Change Order is defined as a written order by the City to the Contractor, issued after a contract has been executed, authorizing a change in the work to be performed there under, the amount of money to be paid under the contract, or the time within which the contract must be performed. The City will be bound by and liable for only those change orders executed in accordance with the ordinances of the City of Joliet.

36. **METHOD:** The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from, the work. The contract sum shall be adjusted by the unit prices contained in the contract or if unit prices are not contained therein, by written agreement of the contractor and the City. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted as the time of ordering such change. No changes in the work shall be effective except with the prior written consent of the City, except that verbal change orders may be authorized in emergency situations as defined herein.

37. **WAIVER:** The Contractor hereby waives any compensation for any change performed in the work which is not authorized as provided for herein.

38. **PREVAILING WAGE ACT:** The Contractor, and its subcontractors, shall comply with the Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended. The Contractor, and each subcontractor, shall keep, or cause to be kept, an accurate record showing the names and occupation of all laborers, workers and mechanics employed by the Contractor or its subcontractors, in connection with the Work and showing the actual hourly wages paid to each such person. The submittal of an invoice or payment request to the City shall constitute the Contractor's certification to the City that all the wages paid for the work covered by the invoice or payment request have been paid in compliance with the Prevailing Wage Act. Upon the written request of the City, the Contractor, and its subcontractors, shall provide a complete and accurate copy of the records establishing compliance with the Prevailing Wage Act and this paragraph.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.htm>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

It is the responsibility of the contractor to check the above mentioned website for the most up to date wages for that month in which the work has taken place and to pay accordingly. Further, it is the responsibility of the contractor to supply the City of Joliet with certified payrolls for all work related to this contract. If you are unsure as to what a certified payroll sheet is that must be supplied, you may find one at the above mentioned website.

39. **COMPLIANCE WITH OTHER APPLICABLE LAW:** The Contractor and its subcontractors shall comply with all other laws, ordinances and regulations pertaining to the municipal purchase of goods and services and the construction of public works. This shall include, but shall not be limited to, the Public Construction Bond Act, the Joliet Code of Ethics and the Joliet Procurement Code.
40. **COMPLIANCE WITH EMPLOYMENT LAWS:** The Contractor shall comply with all applicable federal, state, and local laws regulating wages, hours, and conditions of employment.
41. **ENFORCEABILITY:** This agreement is executed in, and under the laws of, the State of Illinois. Venue for any action taken by either the City or the Contractor, whether in law or in equity, to enforce the terms of this Agreement shall be proper only in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois.
42. **SEVERABILITY:** If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall not affect any other provision of this agreement.
43. **AMENDMENTS:** No amendment to the agreement shall be effective unless accomplished by written agreement executed by each party to this contract.
44. **TAXES LICENSES PERMITS AND REGULATIONS:** The Contractor shall, at its sole cost, pay all sales, use, property, income, and other taxes that may be lawfully assessed against the City or the Contractor in connection with the performance of this Agreement. The City is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax. Sales to the City of Joliet are exempt from State and local retailers' occupation tax, State and local Service Occupational Tax, use tax, and Service Use Tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. Our Tax Exemption Identification No. is E9992-5631-07. At its sole cost and expense, permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as specified.
45. **ASSIGNMENT:** Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that Contractor may assign its rights and obligations under this Agreement to any Contractor affiliate without the City's consent upon ninety (90) days' notice to the City. An assignment shall not relieve the assignee of any obligations under this Agreement.
46. **NOTICE:** Where in any of the Contract documents there is any provision with respect to the giving of any notice, such notices shall be deemed to have been given, as to the City, when written notice shall have been delivered personally to the City Clerk, or shall have been placed in the United States mails, certified mail and postage fully prepaid, addressed to the Purchasing/Contracts Administrator of the City of Joliet, 150 West Jefferson Street, Joliet, Illinois, 60432; as to the Contractor when written notice shall have been delivered to any officer of the Contractor or when a written notice shall have been placed in the United States mails, certified mail and postage prepaid, addressed as stated in his proposal as the address of his permanent place of business; as to the Surety on the Performance Bond, when a written notice is placed in the United States mails, certified mail, addressed to the

Surety at the home office of such Surety or to its agent or agents who executed such Performance Bond on behalf of such Surety. Notice communicated by United States mail shall be deemed delivered on the fifth calendar day after posting.

47. ADDITIONAL REQUIREMENTS: In addition to any other requirement, unless otherwise expressly stated in a proposal solicitation or an award of contract, all proposers must comply with the following requirements in order to submit a proposal or be awarded a contract and include satisfactory evidence thereof in its proposal.

- (a) The Contractor shall be a duly organized legal entity in good standing with the Illinois Secretary of State and in compliance with all laws prerequisite to doing business in Illinois.
- (b) The Contractor shall have a valid Federal Employer Tax Identification Number or Social Security Number.
- (c) The Contractor shall be an equal opportunity employer and comply with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Executive Order No. 11246.
- (d) The Contractor shall provide certificates of insurance indicating the following coverages if called for in the proposal solicitation: general liability, workers compensation, completed operations, automobile, hazardous occupation and product liability.
- (e) The Contractor shall comply with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130), including wages, medical and hospitalization insurance and retirement for those trades covered in the Act.
- (f) All contractors and sub-contractors performing services covered by the Illinois Prevailing Wage Act shall submit to the City the certified payrolls required by the Act, as amended by Illinois Public Act 94-0515.
- (g) For construction projects (construction of new facilities, renovation of existing facilities or road construction projects) over \$25,000.00, or demolition contracts over \$25,000.00, the proposer must provide apprenticeship and training programs that are either registered with the United States Department of Labor's Bureau of Apprenticeship and Training or are reasonably equivalent to such programs (NOT APPLICABLE).

NOTICE TO CONTRACTOR –
ETHICS ORDINANCE AND INSPECTOR GENERAL COMPLIANCE

The City of Joliet has an Ethics Ordinance (Section 2-333 et seq. of the Code of Ordinances of the City of Joliet) which prohibits any appointed or elected official of the City of Joliet, or any employee of the City of Joliet from receiving or soliciting anything of value to influence that City official or employee in carrying out his or her official duties. The City of Joliet appreciates your anticipated cooperation in refraining from offering any official or employee any thing, item, service, or favor of value to influence that person's decision on any City business. With Contractor's cooperation, the City of Joliet will achieve its goal of maintaining a fair and competitive contract procedure that promotes the best interests of the citizens of the City of Joliet. You should report immediately any violation of the Ethics Ordinance to the Inspector General of the City of Joliet, including any solicitation of a thing of value by a City official or employee. A proposer or contractor's participation or encouragement in the violation of the Ethics Ordinance may result in the rejection of a proposal, termination of contract, or declaration of ineligibility to submit a proposal on future contracts.

It is the duty of the Bidder, proposer, consultant, subcontractor, applicant for pre-qualification for a City contract, applicant for local proposer certification, and all officers, directors, agents, partners and employees of any Bidder, proposer, consultant, subcontractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to City of Joliet Ordinance 2-180, et seq. Any of the aforementioned parties understands and will abide by all provisions of the aforementioned Ordinance. All contractors must inform subcontractors of the provision and require understanding and compliance with it.

A copy of the City of Joliet Ethics Ordinance and all other City Ordinances are available in the City Clerk's office or on the City website for your review.

CONTRACT SPECIFICATIONS FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE/REFUSE, YARD WASTE AND RECYCLING

1. **OVERVIEW:** The City of Joliet has 149,395 residents and covers approximately 63 square miles. There are approximately 45,606 units for collection. This Contract is for the collection and disposal of solid waste/refuse, yard waste and recycling beginning on January 1, 2018 for a single waste hauler (Contractor) to provide solid waste/refuse (residential refuse), City facility refuse and large household items, yard waste, leaves and other landscape waste, recycling collection, transportation and disposal services to all residential units that utilize the cart system within the corporate city limits. Refuse does not include any hazardous waste or electronic waste. This Contract is for a take-all (flat rate) program. Residential solid waste/refuse and yard waste and residential recycling must be collected at a minimum of once per week.

SUMMARY of Scope of work:

- Unlimited refuse collection and disposal for residents with a two-wheeled solid waste/refuse cart.
- Unlimited landscape waste collection and disposal.
- Christmas tree collection and disposal.
- Collection and disposal of large household items from residents.
- Collection and disposal of automotive tires without rims.
- Additional household collection and disposal cost for small amounts of construction materials.
- Solid waste collection and disposal from municipal buildings and other facilities as specified.
- Solid waste and collection from downtown street containers.
- Disaster services.
- Unlimited recycling collection and disposal for residents with a two-wheeled recycling cart.
- Recycling collection and disposal from municipal facilities and other facilities as specified.

2. This Section intentionally left blank.

3. **TERMS OF CONTRACT:** This Contract shall become effective on the first day of January, 2018, and shall remain in full force and effect through the 31st day of December, 2027 for the services as described in this Contract Documents and in the amounts and prices in the as summarized in Exhibit "A". This Contract may be extended by mutual agreement in writing signed by both parties regarding the terms and conditions and rate for a set period of time after December 31, 2027.

4. **GENERAL DESCRIPTION:** In general, the work to be done consists of removing, hauling and disposing of all solid waste/refuse, to include household garbage, appliances (including white goods), yard waste, and recyclable materials, to approved Pollution Control Facilities.

5. This Section intentionally left blank.

6. **DEFINITIONS:**

a) **CART:** The term "Cart" refers to both a Solid Waste/Refuse Cart and a Recycling Cart.

b) **CITY OR CITY OF JOLIET:** The terms "City" or "City of Joliet" shall mean the City of Joliet, Illinois, a municipal corporation of the State of Illinois.

c) **CONTRACTOR:** The term "Contractor" shall mean Waste Management of Illinois, Inc., who has been awarded the Contract for the collection and disposal of solid waste/refuse, yard waste, and recycling in the City of Joliet in accordance with the provisions and specifications as set forth herein and incorporated subsequently in duly executed contracts.

d) **EXCLUDED MATERIALS:** The term "Excluded Materials" means any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Contractor's property, its personnel or the public or materially impair the strength or the durability of the Contractor's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances and Special Waste. Excluded Materials also include materials which contain any amount of Excluded Materials.

e) **GARBAGE:** The term "Garbage" shall mean discarded materials resulting from the handling, processing, storage, preparation, serving and consumption of food.

f) **MATERIALS PREPARATION CARD:** A hard instructional card briefly describing the refuse, yard waste and recycling programs, identifying materials to be recycled, providing instructions regarding preparation of materials and use of containers, and indicating the collection schedule denoting weekly refuse and yard waste and recycling. Card to be included with recycling containers at the time of their distribution to participants or at such other times as deemed necessary by the City. Card is to be printed in both English and Spanish and a .pdf provided to the City of Joliet for posting on its website. Card information is to be approved by City of Joliet.

g) **NON-RECYCLABLES:** The term "Non-Recyclables" include, but are not limited to the following:

- Microwavable trays
- Mirrors
- Window or auto glass
- Light bulbs
- Porcelain and ceramics
- Plastics unnumbered
- Expanded polystyrene

- Coat hangers
- Glass and metal cookware/ bakeware
- Household appliances and electronics, hoses, cords, wires
- Yard waste, construction debris, and wood
- Flexible plastic or film packaging and multi-laminated materials
- Needles, syringes, IV bags or other medical supplies
- Food waste and liquids
- Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
- Excluded Materials or containers which contained Excluded Materials
- Propane tanks, batteries

h) **POLLUTION CONTROL FACILITY**: The term "Pollution Control Facility" shall mean any waste storage site, sanitary landfill, waste disposal site, waste transfer station, waste treatment facility, waste incinerator, recyclable material processing facility and landscape waste management facility. This includes sewers, sewage treatment plants, and any other facilities owned or operated by sanitary districts organized under the Metropolitan Water Reclamation District Act.

i) **PROCESSING CENTER**: Location which may be maintained or utilized by Contractor for the purpose of sorting and preparing recyclable materials (as defined herein) for sale.

j) **PUBLIC INFORMATION PROGRAM**: Program developed and provided by Contractor to inform and encourage residents (as defined herein) regarding the solid waste/refuse, recycling, and yard waste services.

k) **RECYCLABLE MATERIAL**: The term "Recyclable Material" or "Recyclables" shall include the following items: empty Aluminum cans; Newspapers; empty PET bottles with the symbol #1 – with screw tops only; Mail; empty HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.); Magazines, glossy inserts and pamphlets; empty Plastic containers with symbols #3-#7 (no expanded polystyrene); Uncoated paperboard (ex. cereal boxes; food and snack boxes); empty Steel and tin cans; uncoated printing; writing and office paper; empty Glass food and beverage containers; Old corrugated containers/ cardboard (uncoated); Phone books and automotive tires when removed from rims (no large truck tires). Other items may be added or subtracted by mutual agreement of the City and Contractor. The required recyclable materials and the manner in which they are collected and/or disposed of may be modified due to advances in technology, drastic market fluctuations or changes in Federal, State, or Local regulations

l) **RECYCLING CART**: The term "Recycling Cart" shall mean a 64-gallon or 96-gallon wheeled receptacle made of rigid recycled plastic construction as provided by the Contractor to all units. Recycling Carts shall have recycling instructions on the lid of the cart (approved by the City of Joliet). Additionally, the instructions shall be in both English and Spanish.

m) **RECYCLING COLLECTION SERVICES**: Those services to be performed by Contractor as follows:

- i. The collection of recycling materials from all residential units receiving curbside refuse collection services in the City and from any other locations specifically designated by this Contract;
 - ii. Processing of recyclable materials, which includes the sorting, preparation and transportation of recyclable materials for marketing either at the site of pickup or at the Processing Center;
 - iii. Sale of the recyclable materials. The Contractor may retain the proceeds from said sales.
- n) **REFUSE**: The term "Refuse" shall mean putrescible and non-putrescible solid wastes, including garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleaning, and market and industrial solid wastes, including sewage treatment wastes which are in dry form, but not hazardous waste or electronic waste.
- o) **RESIDENT**: A resident of a single family, townhouse, duplex, condominium or co-op residential unit, or multi-family units (up to 4 units).
- p) **RESIDENTIAL BUILDING UNIT**: The term "Residential Building Unit" shall mean any habitable room or rooms located within a dwelling and used as a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating, except that in the case of a rooming house, as defined in the Joliet Zoning Ordinance, a rooming unit shall constitute one-fourth of a residential building unit.
- q) **SMALL BUSINESS**: The term "Small Business" shall mean a building or buildings located on an individual premise which is zoned business and used for business purposes within the corporate limits of the City of Joliet that does not generate more than one (1) cubic yard of solid waste and/or refuse per week.
- r) **SOLID WASTE**: The term "Solid Waste" shall mean garbage, rubbish, and other discarded solid materials, such as: furniture, tables, chairs, beds and bed springs, or any other household items, except animal wastes used as fertilizer, including materials resulting from industrial, commercial and agricultural operations, and from community activities. It includes small amounts of homeowner-generated construction debris, such as lumber and dry wall, when bundled or containered. Bundles are not to exceed 50 pounds and containers are not to exceed 35 gallons. Total amount is not to exceed five (5) 35-gallon containers each week. Arrangements for the collection of loose construction/demolition materials must be made independently by the property owner. Solid wastes do not include sod, earthen fill, boulders, rock and other materials normally handled in construction operations, roofing materials, fencing and fence posts, permanent pools, solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants (except waste generated from the City's Wastewater Treatment Plants, comprising mostly of Municipal Wastewater Grit and Screens as well as some general refuse from the plant operations is included), hot ash, materials too large for a compactor vehicle to accept or too large for one man to handle, materials from floods, fires, or evictions or Excluded Materials.

s) **SOLID WASTE/REFUSE CART:** The term "Solid Waste/Refuse Cart" shall mean a 64-gallon or 96-gallon wheeled receptacle made of heavy duty plastic provided by the Contractor to all units.

t) **SPECIAL WASTE:** The term "Special Waste" shall mean any material that, due to its physical or chemical characteristics, requires more stringent environmental protection, handling, documentation or other management than normal municipal solid waste, including, but not limited to, polychlorinated biphenyl wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes or any other materials that is prohibited from being received, managed or disposed of at the Pollution Control facility.

u) **SUBCONTRACTOR:** The term "Subcontractor" shall mean a person, firm, or corporation, other than the Contractor, supplying labor and/or materials on behalf of the Contractor, for work pursuant to a duly executed contract.

v) **SURETY:** The term "Surety" shall mean any person, firm, or corporation that has executed, as surety, the Contractor's performance bond securing performance of the contract.

w) **WHITE GOODS:** Large electrical appliances used domestically such as refrigerators, dryers, dishwashers, stoves, and washing machines, typically white in color.

x) **YARD AND/OR LANDSCAPE WASTE:** The terms "Yard Waste" or "Landscape Waste" shall mean grass or shrubbery cuttings, leaves, tree limbs, roots, stumps, and other materials accumulated as the result of the care of lawns, shrubbery, vines, and trees. It does not include sod, whole trees, trunks, root systems and waste from tree contractors.

7. This Section intentionally left blank.

8. **COLLECTION STANDARDS:**

a) The Contractor shall be required to provide a tagging system for any solid waste/refuse, recycling or yard waste container that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, overcapacity, container overweight, or unacceptable items. The Contractor's crews shall perform collection services with as little noise, disturbance, and disruption to the City's residents as possible. The Contractor shall collect all properly prepared Refuse, Recycling and Landscape Waste from the Curbside. **Note:** Some units have alley pickup; see Exhibit "B", the City of Joliet Public Works map indicating alleys currently serviced by Waste Management; the Contractor shall continue to pick up properly prepared Refuse, Recycling and Landscape Waste from residents who are receiving alley pickup on the effective date of this Contract. Residents shall place Carts curbside to facilitate collection by the Contractor. Residents are obligated to place all such Carts outdoors at ground level

at the curb immediately adjacent and contiguous to the street or road in front of each residential unit. Residents receiving refuse collection services from alleys shall also place recyclables and landscape waste for collection in alleys. The Contractor shall return all empty Carts at each stop to the general location at which they were found. Empty Carts shall not be placed in the middle of driveways, in driveway aprons, or near the curb in a manner that will increase the likelihood that an empty Cart will block a sidewalk or fall or roll into the street. The Contractor shall handle all Carts with reasonable care to avoid damage and spills. Where collection crews break or spill any item of waste onto parkways, premises, curb-and-gutter, or streets, the crews shall immediately clean up the debris in a workmanlike manner. This would include any limbs broken off trees by the Contractor's vehicles. A broom and shovel shall be required as standard equipment on each vehicle. The Contractor shall not be responsible for collecting or cleaning up Refuse, Recyclables, or Landscape Waste that has blown, fallen, leaked or been scattered from bags, cans, bins, or other Carts through no fault of the Contractor. The Contractor must make all reasonable efforts to collect all Refuse, Recyclables and Landscape Waste, including but not limited to manually moving carts due to blockage by vehicles, and must notify the City of Joliet if they are not able to collect and must return at the earliest possible time to make the said collection.

b) The City will notify Contractor of any customers who are delinquent. Contractor shall not collect Refuse, Recycling or Landscape Waste from delinquent customers. Upon a customer becoming "current", the City will notify Contractor to resume collecting the Refuse, Recycling and Landscape Waste.

c) The Contractor shall not be responsible for the cleanliness or odors of Solid Waste/Refuse Carts and Recycling Carts after the initial delivery. Carts that are damaged through negligence of the homeowner will be replaced at the cost of the homeowner. Carts not supplied by the Contractor and are not compatible with the Contractor's equipment will not be serviced or replaced if damaged.

9. **SOLID WASTE/REFUSE COLLECTION:** The collection of household garbage, bulk materials, white goods (i.e. appliances), shall be offered on a year round basis. This collection will take place weekly.

a) **SOLID WASTE/REFUSE CARTS:** The Contractor shall initially utilize the existing Solid Waste/Refuse Carts. Contractor will be responsible for replacement of Solid Waste/Refuse Carts that become worn or damaged through normal usage.

The Contractor shall be responsible for ordering Solid Waste/Refuse Carts, managing distribution of Solid Waste/Refuse Carts, fielding any problems, complaints or concerns regarding Solid Waste/Refuse Carts, including damages or theft of Solid Waste/Refuse Carts and maintaining the Solid Waste/Refuse Carts. Throughout the term of this Contract, Solid Waste/Refuse Carts shall be delivered to any newly constructed homes, and the cost for replacement of Solid Waste/Refuse Carts due to damage or theft shall be considered as an incidental cost of this Contract and shall be borne by the Contractor.

The City shall have the right to purchase the Contractor's Solid Waste/Refuse Carts at the end of the term of the Contract at a unit price of \$25.00.

b) **ADDITIONAL SOLID WASTES/REFUSE:** If citizens have additional solid waste/refuse that is not able to fit into the provided Solid Waste/Refuse Cart, it must be properly contained in cans or bags, and is not to exceed 35 gallons in size or 50 pounds in weight per can or bag. Large items that cannot be containerized shall also be collected by Contractor. Refuse which is not readily storable in refuse containers shall be collected by the Contractor if it is stacked neatly alongside of Solid Waste/Refuse Carts on regular refuse collection days. There shall be no limit to the number of receptacles which the resident may place at the curb to be collected, and the Contractor shall collect all that is placed out for collection, unless as otherwise specified in this Contract.

c) **BULK ITEMS/MATERIALS:** The Contractor shall provide collection services for items which are too large to fit into Carts. Examples shall include; discarded toys, crates, barrels, tables, chairs, mattresses, couches, etc.

d) **WHITE GOODS:** The Contractor shall also provide collection services for all White Good items on a weekly basis. Examples shall include: refrigerators, dish washers, water heaters, washers, dryers, etc.

e) **CONSTRUCTION MATERIAL:** The Contractor will pick up small amounts of construction material that are in proper containers, not to exceed 35 gallons, weighing less than 50 pounds or bundled into 4-foot bundles not exceeding 50 pounds each, and secured on both sides. The debris from small remodeling projects cannot exceed the equivalent of five (5) 35-gallon containers. This material will be picked up at no additional charge to the customer.

In the event large amounts of construction materials are placed at the curb, which exceeds five (5) 35-gallon containers, the customer shall be responsible to arrange a special pick-up for the removal and disposal of those materials. The Contractor will provide the customer with a cost estimate if requested by the customer, and if the customer so elects, the Contractor shall provide said service. Residents are not required to use the Contractor for the removal of construction materials.

f) **SMALL BUSINESS SERVICE:** Subject to the requirements of this specification, the Contractor will collect and remove from every Small Business in the City of Joliet, at least once weekly, garbage and refuse, and solid wastes as defined in this paragraph that may be produced or exist upon such premises up to a total of one (1) cubic yard. More frequent collection than once each week and/or collection in excess of one (1) cubic yard from Small Businesses will be the responsibility of the owners and tenants of the premises. In order to receive this service, Small Businesses must register with the City of Joliet. That information will be provided to the Contractor. There is currently no list. Current Small Businesses receiving this service should not be terminated from receiving this service if they are not on the list but should be given a note by the Contractor stating that they have a grace period in which they can sign up. These costs are incidental to the contract and shall be included in the base unit price. The current Contractor believes there are approximately 100-150 Small Businesses that use this service.

g) Contractor shall offer at no charge to the City 100 Bagster Bags per year.

There may be a charge for pick-up and disposal of a Bagster Bag.

10. **RECYCLING COLLECTION:**

a) The collection of Recyclable Materials will include the voluntary set-out, by residents of mixed household Recyclable Materials and shall be offered on a year round basis. This collection will take place weekly. Prior to service implementation, the Contractor will allocate 4 additional collection vehicles to provide weekly service. In order to maximize customer participation in weekly recycling, the Contractor will promote this enhancement through Direct Mail (e.g. New Services Coming Soon! Postcard & the New Services Welcome Packet), Geo-targeted Facebook advertising, Press releases to local media outlets, Out-dial reminder 24-hours prior to first collection and 3-months post-implementation; any neighborhoods with notably low participation rates will be targeted with additional outreach.

The Contractor shall allow recycling materials to be comingled (i.e. plastic, glass, metal and paper products mixed together). The Contractor shall provide preparation requirements for households participating in the recycling program including rinsing, removing labels, flattening, removing caps and lids if required. Also, weatherproof stickers should be affixed to the lids of all Recycling Carts by the Contractor with information about what is recyclable and proper placement of the Recycling Carts in English and in Spanish. This shall be done at no additional cost to the City of Joliet. Additional Recycling Carts may be purchased or leased from the Contractor by residents and those recyclable materials in additional Recycling Carts shall be picked up by the Contractor at no additional cost to the resident or to the City of Joliet. Further, if residents already have additional Recycling Carts Contractor must pick up those materials at no additional cost to the resident.

Refusal to Pick-Up: Material delivered by or on behalf of Customer may not contain more than 10% Non-Recyclables and may contain no Excluded Materials. Contractor may also refuse to make pick-up if a resident does not properly segregate recyclable materials from organic waste and other refuse and garbage. At the time of refusal for service, Contractor will issue a notice to the resident which contains the instructions for the proper segregation of recyclable materials and Contractor will tag the Recycling Cart with a notice that includes but not limited to the following: i) the Recycling Cart was not collected due to the presence of Non-Recyclable Material in the Recycling Cart; ii) what materials are and are not to be placed in the Recycling Cart; iii) that a subsequent incident of excessive contamination may result in non-collection, and, where warranted, requiring additional or larger-sized solid waste containers at an additional cost to customer; and iv) a phone number to contact Contractor to respond to questions.

b) **RECYCLING CARTS:** The Contractor shall initially utilize the existing Recycling Carts. Contractor will be responsible for replacement of all Recycling Carts that become worn or damaged through normal usage, including the USDOC grant-purchased Recycling Carts.

The Contractor shall be responsible for ordering Recycling Carts, managing distribution of Recycling Carts, fielding any problems, complaints or concerns regarding Recycling Carts, including damages or theft of Recycling Carts and

maintaining the Recycling Carts. Throughout the term of this Contract, Recycling Carts shall be delivered to any newly constructed homes, and the cost for replacement of Recycling Carts due to damage or theft shall be considered as an incidental cost of this Contract and shall be borne by the Contractor.

The City shall have the right to purchase the Contractor's Recycling Carts at the end of the term of the Contract at a unit price of \$25.00. The City will retain ownership of the USDOC grant-purchased Recycling Carts (7,632 96-gallon Recycling Carts) at the end of the term of the Contract.

11. **YARD WASTE COLLECTION:** Yard and/or landscape waste, as defined in paragraph 6, shall be collected, by the Contractor, on the residential unit's regular collection day, provided such waste is properly contained.

The Contractor agrees that, in accordance with State law, landscape/yard waste will not be co-mingled with other waste, neither at the point of collection nor at the point of disposal.

a) Waste collection once each week from the second full week in March through the first full week in December. The City reserves the right to extend the length of the Yard Waste Collection season, at its discretion, for a period of up to two (2) weeks before or after the scheduled dates above and shall notify the Contractor of such change. This shall be done at no additional cost to the City of Joliet.

b) **YARD WASTE CONTAINERS:** In order for an approved yard waste or leaf container to be collected, each container must be a maximum 40-gallon (or smaller) Kraft paper bag or a 33-gallon non-expandable container appropriately marked with a "YARD WASTE ONLY" sticker clearly visible from the street and the stickers are to be provided by the Contractor at no additional charge to the City of Joliet. There shall be no limit on the number of containers placed out for collection by a given household.

c) **YARD WASTE STICKERS:** "YARD WASTE ONLY" stickers are to be provided by the Contractor to the City of Joliet and distributed to local grocery stores at no cost to the City of Joliet. The stickers are to 3" x 18" and be bold black lettering with a white background. Stickers must be approved by City of Joliet prior to distribution.

d) **CHRISTMAS TREE COLLECTION:** Natural Christmas trees will be collected curbside after Christmas until the end of January. The Contractor agrees to perform this service at no charge to the City. Contractor shall also provide roll-off containers at times and locations to be agreed by the Parties to provide residents with the option of recycling natural Christmas trees, so long as all ornaments, lights, tinsel and other decoration with the exception of flocking shall be removed by the resident prior to recycling. Contractor shall compost said roll-off containers of Christmas trees.

e) **BRUSH AND TREE TRIMMINGS:** The Contractor shall collect brush and tree trimmings as long as the materials are securely bound with string or twine in bundles more than four-feet in length nor weigh over fifty (50) pounds. No single piece within each bundle shall exceed three (3) inches in diameter. Each container or bundle must be able to be handled by one person with a maximum weight of 50 pounds.

f) **YARD WASTE CARTS:** The Contractor can offer, at its discretion to the residents, an option of the Contractor providing and maintaining a yard waste cart. This option is for the convenience of the customer. The rate for this will be established between the customer and Contractor and billed to the customer.

12. **OTHER REQUIREMENTS:**

a) **PUBLIC INFORMATION PROGRAM:** Contractor shall develop and implement a Public Information Program. Contractor agrees that it is responsible for the costs of the education materials and for their distribution. The Contractor shall not utilize the City's mailing list for any other purpose and shall not sell that list to any third parties. This Public Awareness Program shall include, but not be limited to, the publication and distribution, to all collection units, of printed material, including the materials preparation card as herein defined, which properly informs residents about the refuse, yard waste and recycling programs and other pertinent information, and provides residents with a calendar for every other week recycling collection dates. Such material shall be provided to all collection units within thirty (30) days prior to the implementation of this contract. Such information, in the form of mailers shall be provided to all collection units by agreement of the Parties during the contract period. These materials must be approved by the City of Joliet prior to publication. Contractor is responsible for all costs associated with these mailers, including design, editing, printing and mailing (postage). Additionally, these mailers must be distributed in English. These will need to be mailed, at the Contractor's expense, to all units that receive collection services. Additionally, copies need to be sent to the City of Joliet's bill processor throughout the year for distribution to new customers and additional copies are to be given to City Hall throughout the year to distribute. A Spanish version must also be done with copies given to City Hall for distribution. The Spanish version does not need to be mailed out. Additionally, the City of Joliet will need to give the final approval for both the English and Spanish version and electronic copies in .pdf format need to be provided to the City of Joliet for posting on its website. Contractor will make additional copies of the brochure (both English and Spanish) available at Warren Sharpe Community Center, Spanish Community Center and Both Joliet Public Library locations (Ottawa Street & Black Road). Contractor will maintain a supply of these materials for distribution at community events and downloadable PDF formats of these materials will be posted on Contractor's website for 24/7 access after approval by the City of Joliet.

b) **MISSED PICK-UPS:** In the case of missed pick up reported by the City or a resident, the Contractor shall collect refuse, recyclables, and/or yard waste from such resident within twenty-four (24) hours of notification, except as otherwise provided at no additional charge. If a customer is missed on Friday, the Contractor must arrange for a Saturday pick up. Vendor must man phone number that is provided for citizens until at least 6 p.m. on Friday evenings so that missed Friday pickups can be taken care of on Saturdays and waste does not sit at the curb all weekend.

c) **ANIMAL PICK-UP:** The proposal for the refuse contract shall include the Contractor's costs for picking up and properly disposing of all dead animals within the city rights-of-way. The Contractor shall provide this service between the hours of 7 a.m. and 4:30 p.m. on weekdays and 7 a.m. and 12 p.m. on Saturdays. Service shall be rendered within four (4) hours of receiving the location from the City or of becoming

aware of the location through other means. All costs will be incidental to the contract.

d) **EVICCTIONS, FIRE, FLOOD:** The Contractor is not required to collect solid waste, whether at the curbside, alley, or other location, which is set out as a result of an eviction. Property owners must arrange for such collection at their own expense, and not incidental to this contract. Contractor should notify City of Joliet in the case of a missed pickup due to eviction.

Collection of solid waste placed at the curb or alleyway as a result of fire, flood, or other natural disaster (unless declared by the Mayor as provided in this Contract) is not provided for by this Contract. The cost for such service shall be paid by separate authority.

e) **TRANSITION PLAN:** The Contractor will meet regularly with City staff to review key implementation milestones; monthly meetings initially, increasing in frequency if needed. The Contractor will also attend City Council meetings and other required public meetings as requested by the City to publicly discuss the implementation plan and answer inquiries. The Contractor will hold community meetings at convenient and accessible locations to introduce residents to new service offerings. Each meeting will include a new service overview followed by an open Q&A session. At least one of the meetings shall be in Spanish. Informational meeting dates will be included in all pre-implementation press releases and resident mailings. The Contractor's internal Joliet team will meet weekly throughout planning and implementation. At the onset, these meetings will include their regional team of experts. As the Contract start date approaches, the local district operations team will meet daily to review the most critical components of service delivery.

f) **COMMUNITY PARTNERSHIPS:** Whenever possible, the Contractor will partner with existing community resources, groups, and organizations that can help reach Joliet residents with key service-related information and recycling and waste reduction education.

g) **COMMUNITY SUPPORT:** In consideration of the City's acceptance weekly recycling, the At Your Door Special Collection program and services to the City's waste water treatment plants, Contractor agrees to submit a Community Support Contribution to the City of Joliet on or before July 1 of every calendar year during the term of this Contract in an amount of \$250,000, and then increase at a rate of 2% per year after 2022. Said Community Support Contribution will be earmarked to downtown Joliet: Joliet Stadium and/or the Rialto. The Community Support Contribution shall be paid by Contractor to the City in accordance with the following schedule:

<u>PERIODIC ANNUAL PAYMENT</u>	<u>ANNUAL PAYMENT DATE</u>	<u>ANNUAL PAYMENT AMOUNT</u>
Annual Payment	July 1, 2018	\$250,000
Annual Payment	July 1, 2019	\$250,000
Annual Payment	July 1, 2020	\$250,000
Annual Payment	July 1, 2021	\$250,000
Annual Payment	July 1, 2022	\$250,000
Annual Payment	July 1, 2023	\$255,000

Annual Payment	July 1, 2024	\$260,100
Annual Payment	July 1, 2025	\$265,302
Annual Payment	July 1, 2026	\$270,608
Annual Payment	July 1, 2027	\$276,020

An Annual Payment may be paid in advance of its scheduled Annual Payment Date, but each Payment must be paid in consecutive order. If an Annual Payment Date falls on a weekend or legal holiday, Contractor shall pay the Payment on the first subsequent day that the Joliet Municipal Building is open to the public for regular business.

h) ENHANCED ONLINE ACCOUNT MANAGEMENT CAPABILITIES:

Contractor will implement an enhanced online account management for Joliet residents, which will allow Joliet residents to request additional services, schedule an empty and return (roll off customers only), schedule an extra pickup or bulky item collection and request cart or container repair.

i) WASTE MANAGEMENT.COM PROMOTION TACTICS: In order to maximize customer usage and awareness of Contractor's webpage, Contractor will promote the site through all printed materials (implementation and ongoing) prepared for Joliet (e.g., annual brochure, cart tags, decals, etc.), web and print promotion in community news and media outlets (e.g., city newsletter, local media outlets, and suggested post content for City-sponsored and local elected official Facebook pages) and paid electronic ads targeted to reach Joliet. The City of Joliet shall approve all materials and promotions and post-content prior to usage.

13. COLLECTION UNITS: Monthly unit counts will be provided by the City to the Contractor so that invoices will be adjusted based on unit prices and the actual number of collection units on the monthly basis. The base unit of service shall be known as "Collection Unit" and will consist of the following:

a) RESIDENTIAL SERVICE: Subject to the requirements of this specification, the Contractor will collect and remove from every residential building unit in the City of Joliet, be it single family dwelling (attached or detached) or multiple family dwelling, (buildings including four (4) or less residential building units and thirteen (13) 5-unit and fourteen (14) 6-unit residences, Small Businesses as specified in paragraph 9, and all Housing Authority of Joliet (HAJ) family residential units as listed in this document in subsection b (refuse only) regardless of the number of units per building, all the garbage/refuse, recycling and yard waste for the units listed in this paragraph as defined above that may be produced or exist upon such premises, as specified in this Contract.

Occupants of residential units as defined in this contract are entitled to the following items being collected on their regular collection day from the normal place of collection: all solid waste/refuse including discarded furniture, appliances, mattresses, beds, bed springs, tables, chairs, washers, dryers, refrigerators, air conditioners, and any other household items. Up to 4 tires per week (with no rims) on the resident's normal recycling pickup day shall be allowed. The Contractor shall furnish suitable equipment and manpower to make collection at no additional cost to the City of Joliet. Refrigerators, freezers, air conditioners, and other appliances

containing freon, mercury switches, or other toxic or hazardous materials or chemicals, must be collected by the Contractor and appropriately certified to be free of these materials or chemicals at the Contractor's own expense. The Contractor will also collect from residential dwelling units, small amounts of owner-generated construction/demolition debris, generated from that property. Such debris must be bundled or containered. Bundles must not exceed 50 pounds and containers must be 32 gallons or smaller. The total amount of owner-generated construction/demolition debris shall not exceed ½ yard per week or five (5) 35-gallon containers each week. Arrangements for collection of loose construction/demolition debris must be made by the resident independent of this contract. Discarded carpet is to be bundled or rolled and tied and no longer than two feet in length and weighing no more than 50 pounds.

b) **FEDERAL HOUSING UNIT SERVICE:** Federal Housing Units, regardless of the number of units in buildings, shall receive residential service. The only exception is that some of the Federal Housing units shall receive service more than once each week and that these units will be allowed to use dumpsters and other containers larger than normal residential containers. The following is a list of Federal Housing units to be serviced and the service they are to be provided. This cost will be incidental to the contract and no additional costs are to be paid by the City of Joliet for this service.

	<u>NAME</u>	<u>LOCATION</u>	<u>NUMBER AND TYPE</u>	<u>DAYS SERVICED</u>
1	Fairview	Englewood, Fairmont, Juniper, Rosalind, Cardinal Lane, Robin	168 Units/Curbside (to be handled like all other residential) - this is tentatively scheduled to be demolished in 2018 so this service would only need to be provided until the units have been vacated)	Friday
2	Holmes Complex	419 Bluff Street 3-6 story w/incinerator	4 2-Yard Compactors (Fed Housing Units supply - Contractor empties) 6 2-Yard Dumpsters and 2 4-yard Dumpsters (Contractor supplies and empties)	Tuesday & Friday
3	Riverside (Murphy Center)	310 Joliet Street 13-story w/compactor	1 2.5-Yard Compactors (Fed Housing Units supply - Contractor empties) 3 2-Yard Dumpsters (Contractor supplies and empties)	Tuesday & Friday
4	Kennedy	2200 Oneida Street 9-story w/compactor	2 2.5-Yard Compactors (Fed Housing Units supply - Contractor empties) 1 6-Yard Dumpster (Contractor supplies and empties)	M/W/F

5	Stevenson	102 Stryker Avenue 8-story w/compactor	2 2.5-Yard Compactors (Fed Housing Units supply - Contractor empties) 1 2-Yard Dumpster (Contractor supplies and empties)	MAW/F
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14. **COMPENSATION:** Compensation shall be adjusted monthly to cover new collection units resulting from building construction, annexations or certificates of occupancy. Adjustments shall also be made to cover collection units deducted as a result of vacancies in buildings for a period of one (1) month or more (the date of vacancy is determined when water has been shut off to a service address), condemnations, demolitions and delinquencies (non-paying customers). The City also reserves the right to add or deduct collection units as may be deemed necessary throughout the term of the contract and adjust the compensation accordingly. Compensation will be adjusted monthly for additions or deductions during the preceding month and the City of Joliet will notify the Contractor of all changes on a monthly basis. The City of Joliet shall make monthly payments to the Contractor after receipt of invoice from Contractor. However, it should be noted that any payments withheld as a performance bond will not be made until the final contract payment. The Contractor shall not at any time separately or additionally charge residents for any Service which is the subject of this Agreement. The contractor shall be paid within 30 days of receipt of the invoice.

The City will pay invoices from the Contractor via one of the following methods: ACH Direct Deposit, check, cash, or credit card. The Contractor shall rebate the City an amount of one percent (1%) of the monthly payment amount when City pays via ACH Direct Deposit, check or cash. In the event the City pays via credit card, the City shall pay 50% of the cost to the Contractor for use of the credit card.

15. **FURNISHING OF COLLECTING EQUIPMENT AND LABOR:** The Contractor shall furnish all necessary equipment and labor for the collection and transportation service and shall, at all times, provide a sufficient amount of equipment and personnel to maintain a completely adequate service.

In the event of a substantial increase in service requirements, which in the opinion of the City requires additional trucks and equipment over and above that which is originally required, herein, then such equipment shall be furnished by the Contractor within sixty (60) days after written notice of such request furnished by the City to the Contractor. Any such additional equipment shall be operated and maintained by the Contractor under the same terms and conditions as the originally required equipment provided for herein and all the requirements and obligations of the Contractor with respect to the operation and maintenance shall apply to such additional equipment the same as if it were originally required.

16. **VEHICLE REQUIREMENTS:**

a) **Basic:** The vehicle to be used for refuse collection, and yard waste collection shall be a compaction type truck with completely enclosed holding body which is leak-proof. The collection vehicles that serve the City of Joliet will feature GPS Real-Time Technology, Digital Camera Technology and 2-Way Communication.

b) **Recycling:** The vehicle used for the curbside collection of recyclable materials shall be of such design to facilitate the efficient collection of recyclables as defined in paragraph 6. Equipment used for collecting recyclable materials shall be designated specifically for such collection and shall not allow for contamination of the recyclable material after it has been collected.

c) **Identification and Appearance:** All Contractor vehicles shall be clearly identified by mounting the name of the Contractor and a number on the outside of each door of the operator's cab and on the loading hopper door.

The vehicle shall be washed frequently and, in addition, the refuse holding body shall be thoroughly washed out as necessary for the prevention of noxious odors or for the protection of the health and well-being of the people of the City of Joliet.

d) **OSHA:** Safety requirements shall be as prescribed by OSHA.

17. **CONTRACTOR'S ACCIDENT PREVENTION AND NOTIFICATION:** The Contractor shall comply with the safety provisions of all applicable laws, regulations and building codes, including, without limitation, the installation and maintenance of safeguards on machinery and equipment, the elimination of hazards, and worker safety training. The Contractor shall exercise precaution at all times to protect the safety of persons and property. The Contractor shall immediately notify the City of any accident of any kind which involves the general public or private or public property which occurs during the performance of this Agreement. Upon the City's request, the Contractor shall provide the City with a written report including the details of any such accident.

18. **DAMAGE TO PROPERTY:** The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Except for reasonable wear and tear, the Contractor shall, at its sole cost, repair or replace Carts that are damaged by the Contractor. The Contractor shall, at its sole cost, promptly repair or replace any private or public property, including, but not limited to sod and mailboxes, which was damaged by the Contractor. If the Contractor fails to repair or replace damaged property within ten (10) business days, the City may repair or replace such damaged property and deduct its costs from the monthly invoice due to the Contractor.

Notwithstanding any provisions to the contrary, Contractor shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Contract.

19. **INDEPENDENT CONTRACTOR:** The Contractor is, and shall remain for all purposes related to this Agreement, an independent contractor, and its officers, employees, agents, or consultants shall not be deemed employees of the City, nor shall they be entitled to any separate payment of salary, wages, or any employee benefits available to employees of the City. The Contractor shall be solely responsible for any salaries, wages, benefits, fees or other compensation and worker's compensation which it may obligate itself to pay to any of its employees or consultants.

20. **DEPOSIT OF CITY REFUSE/LANDSCAPE WASTE BY CITY EMPLOYEES:**

a) All departments, employees, and agents of the City of Joliet shall have the right to deposit garbage, refuse, street sweepings, refuse from the demolition of buildings, (including brick, stone, concrete, wood, and metal) and other such material at the Contractor's designated disposal area. The City shall be permitted to deposit up to 4,500 tons of the aforementioned material per year at the Contractor's designated disposal area as part of this contract and at no additional cost to the City. Contractor's designated disposal area shall be identified by the Contractor as part of their proposal. For any amount in excess of 4,500 tons per year, the City shall pay on the basis set forth on the Contractor's proposal schedule. For any unused capacity, the City shall be credited on the basis set forth on the Contractor's Proposal Schedule. The City's employees and/or agents shall have the right to deposit up to 800 tons of yard or landscape waste per year in the Contractor's designated disposal area for yard/landscape waste. For any amount in excess of 800 tons per year, the City shall pay on the basis set forth on the Contractor's proposal schedule. For any unused capacity, the City shall be credited on the basis set forth on the Contractor's Proposal Schedule. The City shall be permitted to use the Contractor's designated disposal areas between the hours of 8 a.m. and 4 p.m. on weekdays or as the City deems necessary in an emergency situation. In the event of a disaster, state of emergency or other storm-related situation, the City has the right to collect and dispose of garbage, refuse, and yard/landscape waste without being in breach of this Contract.

b) The Contractor's designated disposal area, and/or transfer point, shall be used and maintained in accordance with all applicable federal, state, and local laws.

c) The Contractor shall, on a monthly basis, certify to the City of Joliet the tonnage (or volume in the case of landscape waste) of material deposited in the Contractor's designated disposal area or transfer point. The report must separately list the amount deposited by the City, its employees, and agents. If the Contractor mixes loads with non-City of Joliet customers, separate records must be maintained regarding the tonnage collected from other customers.

d) The Contractor may use a disposal area other than the designated disposal area specified in this contract only after the Contractor has secured the consent of the City of Joliet. Any new disposal area shall be in compliance with the terms of this Contract.

21. **LICENSES, PERMITS, ETC.:** The Contractor assumes full and complete responsibility for securing and abiding by any and all permits, licenses, or rights of any nature that are required by applicable federal, state, and local laws. The Contractor shall indemnify and hold the City of Joliet harmless for any and all consequences of the Contractor's failure to secure or abide by the requisite permits, licenses, or rights of any nature issued or granted by any federal, state, or local governmental body or agency. The Contractor's failure to secure or abide by such permits, licenses, or rights shall be deemed a material breach of this contract and if Contractor fails to secure or abide by such permits, licenses or rights within a reasonable time period after receiving written notification from the City of such a failure, it shall be cause for immediate termination of this contract. The Contractor shall, at its sole cost, keep and maintain all such permits and licenses in full force and effect

throughout the term of this Agreement.

22. **SCHEDULE AND TIME OF COLLECTIONS:**

a) Contractor agrees to make collections from each collection unit within the city limits of the City of Joliet as specified in the Contract Documents. On the effective date of this Contract, the City of Joliet had been previously divided into five (5) collection areas and a regular weekday has been assigned to each area. The Contractor may request changes to the current collection schedule and must obtain prior approval for any changes to current area from the City. So long as timely notice is provided by Contractor to City residents, the City shall not withhold any reasonable request on any proposed collection schedule change requests from the Contractor.

b) Collection for Federal Housing Units shall be as provided for in paragraph 12. The schedule in place on the effective date of this Contract shall not be changed without the written consent of the City of Joliet.

c) At no time will the Contractor begin collection of solid waste/refuse, recycling and yard waste services before the hour of 7 a.m. unless authorized by the City of Joliet. Collection should be completed no later than 6 p.m.

d) The holidays to be observed by the Contractor are as follows:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Day

No pickup service will be rendered on such holidays.

When a legal holiday falls on a weekday, the Contractor shall collect the solid waste/refuse, recycling, and yard waste from the units normally picked up on the day of such holiday on the following day and the normal collection schedule for the rest of the week shall be one (1) day late. The Contractor shall return to the designated schedule within one week. When the schedule changes due to a holiday, or other reason, the Contractor shall issue Public Service Announcements to radio station WJOL, JCTV Channel 6, The Herald News, Joliet Times Weekly, and other media as the City of Joliet may direct, in sufficient time to assure dissemination.

e) Some units have alley pickup; see Exhibit "B".

f) Should the Contractor fail to provide service to 99% of the service addresses by the day after the scheduled collection day, at the City's option, i) the Contractor shall pay to the City of Joliet liquidated damages of \$500 per day until service is provided to those neglected service addresses, or ii) the City may impose the liquidated damages provision as set forth in Section 31(c)(2) of the General Terms And Conditions And Instructions. The City will exercise discretion as to what constitutes a situation where the Contractor cannot collect (e.g. blizzard).

23. **CUSTOMER SERVICE:** The Contractor shall be required to maintain an office provided with telephones with local numbers and such attendants as may be necessary to take care of complaints and service calls from residents and orders for special service or

instructions from the City of Joliet. **Such attendants must be familiar with the City of Joliet and this contract.** The office must be equipped with sufficient telephone lines and knowledgeable staff, and must have a responsible person in charge to handle inquiries from Joliet residents. The office must be open between 8 a.m. and 6 p.m., Monday through Friday, excluding holidays, and from 8 a.m. to 12 p.m. on Saturdays. Contractor shall upgrade its phone system to allow Joliet customers to complete some of the most common service needs without the need to talk to an agent; (ETA, schedule extra pick-up, make a payment, etc.). If the need to talk to an agent occurs, the Contractor's customer experience team member will determine the customer's need and enter the appropriate ticket into Contractor's Customer Database, with a brief description of the customer's needs. This ticket will transfer over to the Routing System within 10 minutes, and the Dispatch Team will review and determine the best course of action to service the customer as requested. The Dispatch will reach out to the customer if more information is needed before servicing. Dispatch will transmit the ticket to the Driver's OBU (On Board Unit). The Contractor's Driver will service as requested. Should anything prevent the Contractor's Driver from servicing (road construction, blocked access) Contractor's Driver will contact Dispatch who will call the customer and resolve the issue, and/or provide the Driver with a different solution for access. Through automation with OCS (GPS based routing program) and the Customer Database, the Customer Experience Team can review time of service, any interruptions in service, and completion of service. The Contractor's customer service center will make sure there is a pool of additional CSRs trained on Joliet-specific issues to help manage any increases to normal call volume. Additionally, the City shall be provided a telephone number of a Contractor's representative with authority to commit resources in an emergency or unusual circumstance, 24 hours a day, seven days a week. There shall be no additional costs to the City of Joliet for these services.

24. **LOCAL IMPROVEMENTS:** The City of Joliet reserves the right to construct any improvement or to permit any construction in any street or alley, which may have the effect, for a time, of preventing the Contractor from traveling his accustomed route or routes for collection. Contractor shall, however, by an acceptable method, continue to collect the garbage/refuse, yard waste and recyclables to the same extent as though no interference existed upon the streets or alleys formerly traversed. This shall be done without extra cost to the City of Joliet.

25. **EMERGENCIES:** Upon the Mayor's declaration of a disaster or state of emergency by reason of storm, flood, tornadoes, fire or the like, upon a written request for additional hauling, Contractor shall provide, in a timely manner, all additional services requested by the City for disposal of all additional refuse and yard waste that may be generated as a result of such disaster. Contractor shall meet immediately with designated City representatives to determine the response level needed to adequately protect the health and safety of City residents. The Contractor's fee for additional disaster refuse and yard waste services shall be fixed at a rate per ton as provided in the Contractor's proposal. Within thirty (30) days after receipt and approval of Contractor's invoice for disaster refuse services requested pursuant to this Contract, the City shall pay Contractor for such services rendered. In the event of a disaster, state of emergency or other storm-related situation, the City or its designees has the right to collect and dispose of garbage/ refuse, and yard/landscape waste without being in breach of this Agreement. This disposal by City and its designees would be at the per-ton pricing for garbage/refuse and landscape waste as set forth in Exhibit "A". Additional refuse and yard waste generated as a result of such declaration shall not be included in the tonnage amounts as set forth in Section 20(a) of the Contract Specifications.

26. COLLECTION OF REFUSE AND RECYCLING) FROM CITY OWNED FACILITIES:

The Contractor shall collect, transport and dispose of all refuse and garbage and recycling from City owned facilities at various locations within the City of Joliet. Contractor shall take title to the refuse/garbage and recyclables upon collection. The following is a list of locations that will require service and the type of service they will require:

ACCT NAME	ADDRESS	QTY	CONT. SIZE	FREQ.	WASTE STREAM	DOS
JOLIET CITY OF	10 S CHICAGO ST	1	2 YARD	1	GARBAGE	T
JOLIET CITY OF BICENTENNIAL PK	30 N BLUFF ST (1) & 201 W JEFFERSON (2)	3	2 YARD	2	GARBAGE	TR
JOLIET CITY OF BICENTENNIAL PK	201 W JEFFERSON ST	1	2 YARD	1	RECYCLE	M
JOLIET CITY OF CITY HALL	150 W JEFFERSON ST	7	96 GAL	1	RECYCLE	R EOW
JOLIET CITY OF CITY HALL	150 W JEFFERSON ST	2	64 GAL	1	RECYCLE	R EOW
JOLIET CITY OF CITY HALL	150 W JEFFERSON ST	2	2 YARD	6	GARBAGE	M-Sat
JOLIET CITY OF CITY HALL	DESPAINES ST - MOUNTAIN	1	2 YARD	1	GARBAGE	R
JOLIET CITY OF CITY HALL	150 W JEFFERSON ST	20	18 GAL	provided	RECYCLE	Emptied into 2 yarder by COJ
JOLIET CITY OF FIRE STATION 1	101 E CLINTON ST	1	2 YARD	3	GARBAGE	MWF
JOLIET CITY OF FIRE STATION 1	101 E CLINTON ST	4	96 GAL	2	RECYCLE	TR EOW
JOLIET CITY OF FIRE STATION 3	450 E LARAWAY RD	1	2 YARD	1	GARBAGE	W
JOLIET CITY OF FIRE STATION 3	450 E LARAWAY RD	1	96 GAL	1	RECYCLE	F
JOLIET CITY OF FIRE STATION 4	868 DRAPER AVE	1	2 YARD	1	GARBAGE	TR
JOLIET CITY OF FIRE STATION 4	868 DRAPER AVE	1	96 GAL	2	RECYCLE	TR EOW
JOLIET CITY OF FIRE STATION 5	661 MASON AVE	1	2 YARD	1	GARBAGE	TR
JOLIET CITY OF FIRE STATION 5	661 MASON AVE	1	64 GAL	1	RECYCLE	T EOW
JOLIET CITY OF FIRE STATION 5	661 MASON AVE	1	96 GAL	1	RECYCLE	T EOW
JOLIET CITY OF FIRE STATION 6	2049 ONEIDA ST	1	2 YARD	1	GARBAGE	T

JOLIET CITY OF FIRE STATION 6	2049 ONEIDA ST	2	96 GAL	1	RECYCLE	T
JOLIET CITY OF FIRE STATION 7	125 HOUBOLT RD	1	2 YARD	1	GARBAGE	W
JOLIET CITY OF FIRE STATION 7	125 HOUBOLT RD	1	96 GAL	1	RECYCLE	W
JOLIET CITY OF FIRE STATION 8	2293 ESSINGTON RD	1	2 YARD	1	GARBAGE	T
JOLIET CITY OF FIRE STATION 8	2293 ESSINGTON RD	2	96 GAL	1	RECYCLE	W
JOLIET CITY OF FIRE STATION 9	2300 MICHAS	1	2 YARD	1	GARBAGE	T
JOLIET CITY OF FIRE STATION 9	2300 MICHAS	2	96 GAL	1	RECYCLE	T EOW
JOLIET CITY OF FIRE STATION 10	1599 JOHN D PAIGE DR	1	2 YARD	1	GARBAGE	W
JOLIET CITY OF FIRE STATION 10	1599 JOHN D PAIGE DR	2	96 GAL	1	RECYCLE	F EOW
JOLIET CITY OF FIRE STATION 10	1599 JOHN D PAIGE DR	2	18 GAL	1	RECYCLE	F EOW
JOLIET CITY OF FLEET SERVICES	402 N CHICAGO ST	3	2 YARD	1	GARBAGE	W
JOLIET CITY OF FLEET SERVICES	402 N CHICAGO ST	1	2 YARD	2	RECYCLE	TR
JOLIET CITY OF HISTORC MUSEUM	204 N OTTAWA ST	2	96 GAL	2	GARBAGE	TR
JOLIET CITY OF HISTRCL MUSEUM	204 N OTTAWA ST	1	96 GAL	2	RECYCLE	TR
JOLIET CITY OF HISTRCL MUSEUM	204 N OTTAWA ST	1	2 YARD	1	GARBAGE	T
JOLIET CITY OF IRON REMVA PLT	1301 FAIRMOUNT AVE	1	2 YARD	1	GARBAGE	T
JOLIET CITY OF NEIGH SVCS	319 GROVER ST	1	96 GAL	1	GARBAGE	F
JOLIET CITY OF NEIGH SVCS	319 GROVER ST	1	96 GAL	1	RECYCLE	F
JOLIET CITY OF PARKING DECK A	OTTAWA & VANBUREN	1	2 YARD	1	GARBAGE	T
JOLIET CITY OF PARKING DECK B	CASS ST & SCOTT	1	2 YARD	1	GARBAGE	T
JOLIET CITY OF POLICE DEPT	150 W WASHINGTON ST	1	2 YARD	6	GARBAGE	M-Sat
JOLIET CITY OF POLICE DEPT	150 W WASHINGTON ST	1	2 YARD	3	RECYCLE	MWF

JOLIET CITY OF POLICE DEPT	150 W WASHINGTON ST	5	64 GAL	provided	RECYCLE	Emptied into 2 yarder by COJ
JOLIET CITY OF POLICE DEPT	150 W WASHINGTON ST	10	35 GAL	3	RECYCLE	MWF
JOLIET CITY OF POLICE STATION	7196 CATON FARM RD	1	2 YARD	1	GARBAGE	T
JOLIET CITY OF POLICE STATION	7196 CATON FARM RD	1	96 GAL	1	RECYCLE	F EOW
JOLIET CITY OF PUBLIC WORKS	2001 ARBEITER RD	1	2 YARD	1	GARBAGE	F
JOLIET CITY OF ROADWAYS EAST	818 E CASS ST	1	2 YARD	2	GARBAGE	TR
JOLIET CITY OF ROADWAYS EAST	818 E CASS ST	1	20 YARD	on-call	GARBAGE	ONC
JOLIET CITY OF ROADWAYS WEST	1203 CEDARWOOD DR	3	2 YARD	1	GARBAGE	T
JOLIET CITY OF ROADWAYS WEST	1203 CEDARWOOD DR	1	2 YARD	1	RECYCLE	M
JOLIET CITY OF TRAIN STATION	50 E JEFFERSON ST	1	2 YARD	3	GARBAGE	TFS
JOLIET CITY OF TRAIN STATION	50 E JEFFERSON ST	4	BIG BELLY SOLAR COMPACTORS	On-call	GARBAGE	ONC
JOLIET CITY OF UTILITIES	921 E WASHINGTON ST	1	4 YARD	1	RECYCLE	M
JOLIET CITY OF UTILITIES	921 E WASHINGTON ST	1	4 YARD	1	GARBAGE	T
JOLIET CITY OF UTILITIES	921 E WASHINGTON ST	1	2 YARD	1	GARBAGE	T
JOLIET CITY OF UTILITIES	921 E WASHINGTON ST	1	30 YARD	on-call	GARBAGE	ONC
JOLIET OLD PRISON PARK	1125 COLLINS ST	1	96 GAL	2	GARBAGE	TR

ACCT NAME	ADDRESS	QTY	CONT. SIZE	FREQ.	WASTE STREAM	DOS
STREET CONTAINERS	VARIOUS (SEE EXHIBIT "C")	Approx. 125	30 GALLON CONTAINERS	2*	GARBAGE	MR

* = During events held in the Downtown Area, pickup of street containers in City Central may need to occur more frequently than twice a week. The City will provide reasonable notice to the Contractor for additional collections, which may occur on

Friday evenings, Saturdays and/or Sundays. Additional pickups are to be done at no additional cost to the City of Joliet.

Dumpsters and Carts to be provided by Contractor. Street containers are property of the City.

In addition to the above, the City reserves the right to add five (5) 2.0 Cubic Yard Dumpsters and twenty (20) street containers and 5 each 96 gallon Recycling and Solid Waste/Refuse Carts during the term of the contract at no additional cost to the City of Joliet. If City does wish to add a container, it will notify Contractor.

The cost of collecting refuse and recycling from said containers shall be included in the yearly lump sum proposals. No additional fees are to be charged to the City of Joliet for these services.

The Contractor shall be responsible for furnishing 30-gallon plastic liners for all street containers.

27. **PLACE OF COLLECTION:** Continuing service shall be provided at current locations. Where alleys exist, and collection is feasible, collections shall be made from alleys. All other collections shall be made at the curb in front of the property. The City of Joliet does not plow alleys or maintain the alleys. They are kept up by the property owners.

28. **SUPPLEMENTAL PRICING:**

a) **Weekly Recycling Pickup:** Contractor is to provide an additional price to be added to the unit price per unit to make recycling pickup be weekly instead of every other week. Contractor will provide that pricing on the supplemental proposal sheets contained in this document.

b) This Section left intentionally blank.

c) **Electronics Recycling and/or Household Hazardous Waste Disposal:** The Contractor shall provide front door collection of electronics for recycling and household hazardous waste for disposal for all single and multi-family households as listed in paragraph 13; known as the "At Your Door" program. See Exhibit "D". The Contractor will promote the availability of At Your Door through use of Direct mail, Geo-targeted Facebook advertising, Press releases to local media outlets & a planned media event and Ongoing mention in periodic brochures and on Joliet's wm.com webpage. Contractor will provide a separate monthly report (the Electronics Recycling report and Household Hazardous Waste) listing the type and weight and volume of all items collected. If requested, Contractor shall provide locations of downstream facilities handling Electronics and Household Hazardous Waste.

Contractor, itself or through its subsidiaries, affiliates or subcontractors, shall provide door-to-door collection, transportation, recycling and/or refurbishing services for electronic waste for City of Joliet residents covered by this Contract, all in accordance with the Illinois Electronics Products Recycling and Refuse Act. Contractor shall collect the electronic waste directly from, and generated by, residents of Joliet covered by this contract. Contractor would provide both a phone number and email

address for residents to schedule this service.

The Contractor agrees to collect electronics generated in all buildings or properties owned or leased by the City including electronics and recycling abandoned within the City limits.

Any cost incurred for the collection and disposal of electronics and or household hazardous waste provided to Contractor in accordance with Exhibit "D" will be incidental to the supplemental service.

i. **DESCRIPTION OF ELECTRONICS TO BE COLLECTED** - Electronics collected for recycling will consist of but not limited to the following items:

Telecommunication Equipment, Cell Phones, Cell Phone Batteries, Cell Phone Chargers, Telephone Equipment, Switches, Circuit Boards, Amplifiers, Hard Drives, Power Supplies, UPS Batteries, PCs, Key Boards, Mice, Servers, LCD Monitors, CRT Monitors, Floppy Drives, CD Rom Drives, Laptops, Computer Tablets, Computer Notebooks, Computer Cables, Keyboards, Zip Drives, AC Adapters, Portable Digital Music Players, Internal Power Supplies, Plastic Electronics, Aluminum Electronics, Steel Electronics, Yokes, Fans, Electric Motors, Hard Drive Boards, Memory, Modem/Routers, Transformers, Stereo Equipment, Hand Held Radios, DVD Players, Office Electronics (i.e. Office Phones), Ballasts, Printers, Fax Machines, Copy Machines, Sealed Lead Acid Batteries, Steel Encased / Industrial Batteries, Li-Ion Batteries, Ni-Cad Batteries, Nickel Metal Hydride Batteries, CPUs, Television Sets, video game consoles, digital converter boxes, cable receivers, satellite receivers, etc.

ii. **MANAGEMENT OF ELECTRONICS** - All recycling processes shall meet or exceed State and Federal statutory requirements. Upon request, the Contractor for Electronics Recycling must provide information on how and where CRT glass is being handled. The Contractor for Electronics Recycling shall provide adequate documentation to ensure that electronics collected are not causing any human or environmental harm. The Contractor for Electronics Recycling will not dispose in a landfill or incinerate any electronics or electronics parts obtained as part of this recycling program. If such becomes necessary to comply with any applicable law, notification will be submitted to City 7 days prior to shipment to such waste facility. To the extent recognized and permitted by law, all rights, title and interests to any material, of whatever nature, delivered to the recycling facility pursuant to this proposal and accepted by the Contractor for Electronics Recycling shall vest in the Contractor for Electronics Recycling immediately upon such acceptance.

iii. **CONTRACTOR QUALIFICATIONS** - The electronics waste Contractor or its affiliates or assigns shall:

- be registered with the Illinois Environmental Protection Agency in accordance with the Act.
- be R-2 certified.
- provide instructions regarding separation, sorting and packing of

charges are to be applied. If fewer pulls the City will notify the vendor. No Rental fees or miscellaneous charges will be allowed to be charged. Pricing is to be all inclusive of all fees including but not limited to: container removal fees, container delivery fees, fuel fees, environmental fees, container maintenance fees, administrative fees, liners (should they be required), etc.

v. LOCATIONS AND PICKUP FREQUENCIES

- **The Aux Sable Treatment Plant**

8300 Black Road, Joliet IL 60436

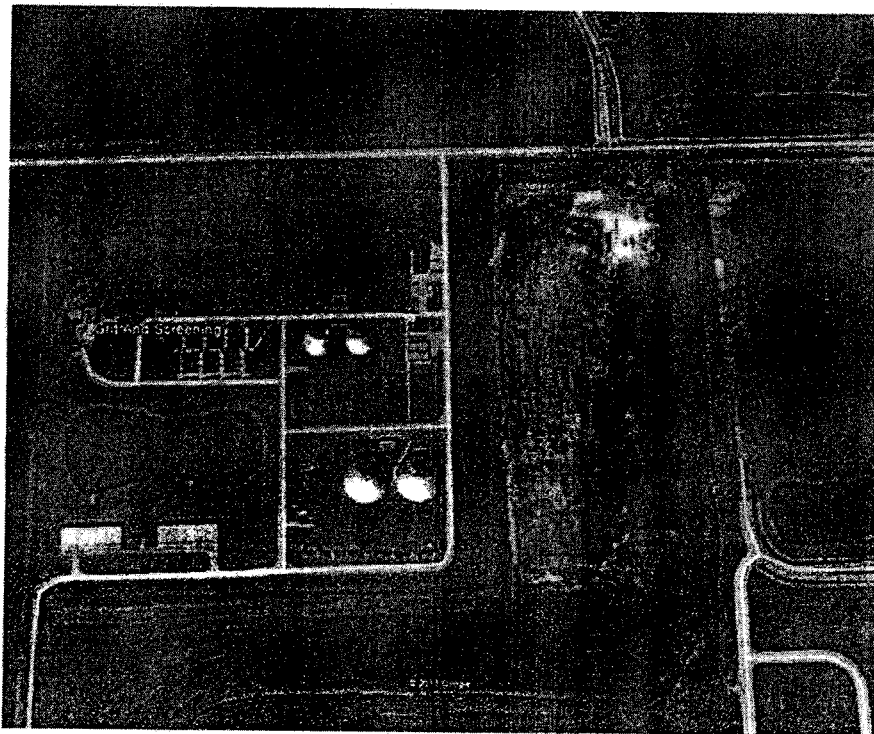
Contact (815) 724-4280 (Wayne Lopez)

41°31'59.24" N 88°16'45.90" W

This location is staffed Monday through Friday from 6 a.m. – 2:30 p.m.

The dumpster is located as follows;

1. One (1) 20 yd. Roll Off inside the Grit and Screening Building emptied every other week



- **The Westside Treatment Plant**

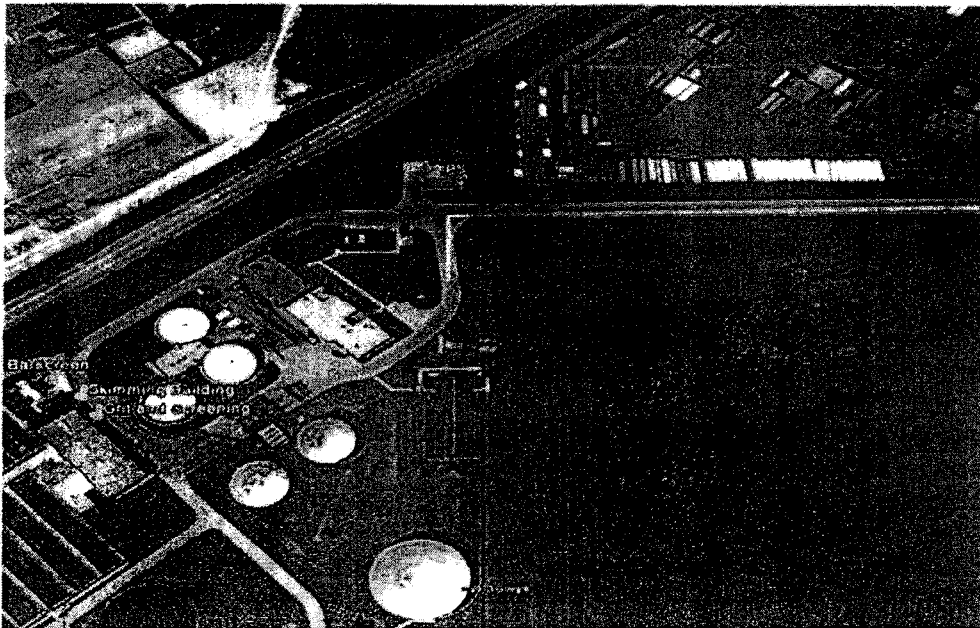
4000 Channahon Rd, Joliet IL 60436

Contact (815) 724-3680 (Mark Paskvan)

41°27'30.50" N 88°10'49.60" W

This location is staffed 24 hours a day/7days a week/365 days a year. The dumpsters are located as follows;

1. One (1) 20 yd Roll Off in the screening and Grit Building. Emptied 1x a week
2. Two (2) 2 yd dumpsters In the IPS Building. Emptied 2x a week
3. Two (2) 2 yd dumpsters in the IPS Building. Empty as needed (approx 2x a month)
4. Two (2) 2 yd dumpster by the Barscreen. Emptied 2x a week
5. Two (2) 2 yd dumpster inside the Skimming Building. Empty as needed (approx 2x a month)



- **The Eastside Treatment Plant**

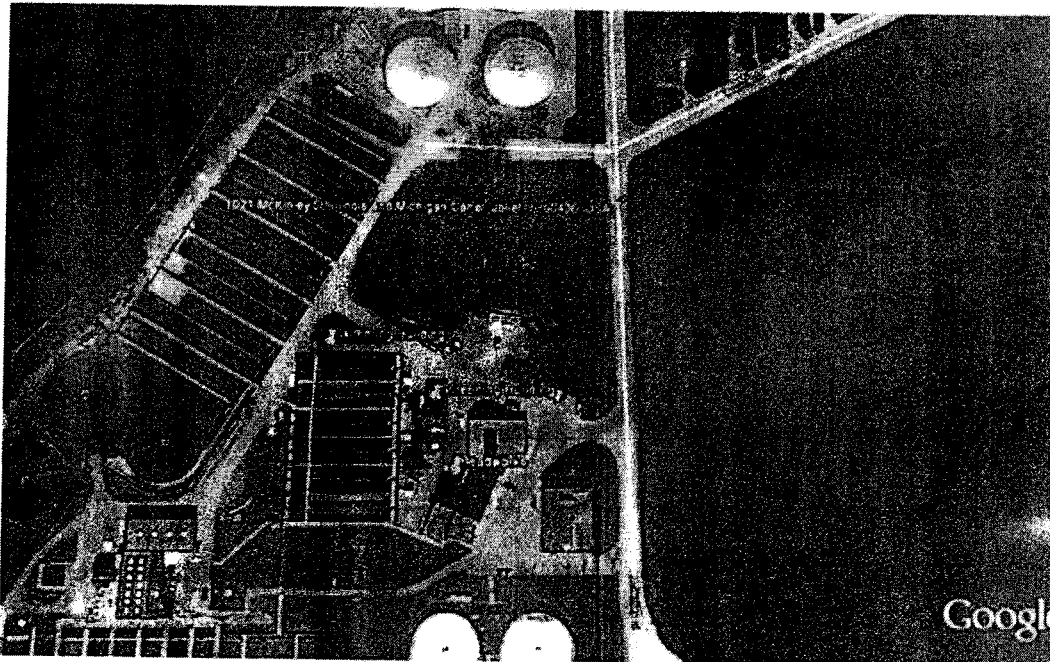
1021 McKinley Ave, Joliet IL 60436

Contact (815) 724-3675 (Dave Gornick)

41°30'23.28" N 88°05'27.10" W

This location is staffed 24 hours a day/7days a week/365 days a year. The dumpsters are located as follows;

1. One (1) 20 yd Roll Off in the Screening Building. Emptied 1X a week
2. Five (5) 2 yd Dumpsters in skimming. Emptied 3X a Week



29. **DATA COLLECTION, REPORTS, AND INSPECTION:** The Contractor shall collect and maintain accurate data, records, and receipts, and shall submit monthly reports to the City including all relevant information concerning the collection of Refuse, Recycling, and Yard Waste, including, without limitation:

- a) The total weight in tons of Refuse, Recycling and Yard Waste collected each month, listed separately for Residential Unit stops, City Owned Facilities and Federal Housing Units;
- b) The total number of YARD WASTE ONLY Stickers distributed and the locations and amounts that were taken to each location;
- c) The total number of White Goods collected per month;
- d) The total number of Residential Unit stops per week by service day for Refuse, Recycling and Yard Waste.
- e) Such monthly reports shall be delivered to the City by the Contractor with the Contractor's monthly invoice for services, no later than fifteen (15) days after the last day of the month. Upon the City's request, such reports shall be submitted to the City of Joliet in Excel (or other agreed upon format).
- f) Upon the City's reasonable request from time to time, the Contractor shall also provide any additional data, information, or statistics concerning Refuse, Recycling, and Yard Waste collection.
- g) Upon receipt by the City, all reports, data, and information shall become the property of the City. These documents may be used for purposes including, without limitation, publicizing Yard Waste, Recycling and Refuse participation rates, quantities and other statistics, as well as preparing reports concerning Refuse, Recycling and Yard Waste generation, diversion, and composting for the State of Illinois or other agencies during the term of this Agreement.
- h) A monthly report or email of all missed pickups and the reason refuse, recycling and/or yard waste was not collected, the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint.
- i) For any reasonable complaint forwarded by the City of Joliet to the Contractor, the Contractor shall provide a written report or email to the City as to how the Contractor responded to the resident's complaint and the outcome.
- j) The Contractor shall, upon reasonable notice, make accessible for inspection by the City any landfills, incinerators, transfer stations, recycling facilities, landscape waste, pollution control facility, major appliance processing facility, or management facilities which receive waste from the City as a result of this Contract.

30. This Section intentionally left blank.

31. **INTENT OF THE CONTRACT DOCUMENTS:** The intention of the Contract documents is to include in the contract price, the cost of all labor and materials, equipment, transportation and all other expense as may be necessary for the proper execution of the work. If certain contract documents appear to be in conflict, the Contractor shall promptly bring these provisions to the attention of the Purchasing/Contracts Administrator to determine the applicable provision.

32. **CHANGE IN LAW:** In the event that a Change in Law occurs as defined in this Section, either the City or the Contractor may request the other party to modify the terms of this Agreement as to the terms of payment hereunder. Upon sufficient demonstration of a Change in Law as defined herein, the parties hereto may agree to a modification of the payment terms of this Agreement or either party may elect to terminate this Agreement upon no less than six (6) months written notice to the other party and without further recourse. "Change in Law" means: (i) the enactment, adoption, promulgation or modification of any federal or state law, rule or regulation of general application to the waste collection and disposal industry; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body impacting the waste collection and disposal industry in general; provided that such the event described in (i) or (ii) substantially changes the costs of the Contractor in carrying out its obligations under this Agreement and establishes requirements which are substantially more burdensome than or in addition to the applicable requirements in effect on the date this Agreement is executed. In order to claim and substantiate a Change in Law, the Contractor shall submit to the City in writing a request detailing the actual and exact cost increases that the Contractor incurred as a result of the Change in Law as defined in this Section. Any substantiated additional fees verified by the City and paid by the Contractor after the date of such request shall be paid by the City within ninety (90) days of the written request. In order to claim and substantiate a Change in Law, the City shall submit to the Contractor in writing a request detailing the actual and exact cost decreases that the Contractor incurred for the contract year due to a valid Change in Law as detailed in this Section. Any substantiated reduction in fees shall be paid by the Contractor within ninety (90) days of the written request demonstrating the actual costs decreases incurred by the Contractor. In order for the foregoing provisions to be applicable, the Contractor and/or the City shall make available to the other party within five (5) working days of a written request therefore, all documents and records reasonably related to any claim submitted pursuant to this Section.

33. **STRIKE COVERAGE:** In the event there is a labor strike that renders Contractor unable to service the City, the Contractor will exercise commercially reasonable efforts to bring in non-striking Contractor employees from elsewhere (i.e., the Green Team) or hire subcontractor(s) to service Joliet during the duration of the labor strike.

TEN-YEAR PROGRAM

PRICING SCHEDULE

For the unlimited, weekly collection of all garbage and other refuse, including appliances and white goods, and recycling and yard waste collection services. Includes price of one garbage toter and one recycling toter (96-gallons each (or 64-gallons if requested by homeowner)). See Exhibit "A" for detailed pricing schedule.

OTHER CHARGES PAYABLE DIRECTLY TO CONTRACTOR BY RESIDENT

- Swaps Charges due to being dirty, odor or changing cart size
\$40 per Cart.
There shall be no charge for a Swap for changing cart size for the first two months of this Contract (or until March 1, 2018).
- Travel Fee (outside normal service day // no fee for missed pick-up)
\$30.00
- Extra Pick Up
\$15.00/yard with a 2 yard minimum
- Cart Rental
\$5.00 (96 gallon or 64 gallon) with 1 year rental agreement
- Rental Agreement Break (cancel before 1 year)
\$25.00
- Toter Purchase (each)
\$105.00
- To repair personal/purchased Toters
Lift bar \$25.00,
Broken Lid \$25.00
Broken Wheel \$25.00

(NOTE: These affidavits must be completed
by an authorized representative of the proposer)

AFFIDAVITS

Section 1:

Business Status of Proposer

PROPOSER/APPLICANT:

Name
Waste Management of Illinois, Inc.

Principal place of business
700 E. Butterfield Road

Address
Lombard, IL 60148

City, State, Zip Code

The Proposer is a:

 X *Corporation*

 Partnership

 Limited Liability Company

 Sole Proprietorship

 Other (please explain: _____)

Corporation

The state of incorporation is: Delaware

The registered agent of the corporation in Illinois is:

Name Waste Management og Illinois, Inc.

Address 700 E. Butterfield Road

City, State, Zip Lombard, IL 60148

The officers of the corporation are:

Michael J Watson
President

Darren K Shade
Vice President

Courtney A Tippy
Secretary

Devina A Rakin
Treasurer

The Corporation is authorized to do business in the State of Illinois

Limited Liability Company

The state of registration is: _____

The registered agent of the Limited Liability Company in Illinois is:

Name

Address

City State Zip

The registered office of the Limited Liability Company in Illinois is:

Address

City State Zip

The managers and members of the Limited Liability Company are:

Name

Name

Address

Address

City, State

City, State

The LLC is authorized to do business in the State of Illinois

Sole Proprietorship

The address of the sole proprietor is:

Address

City, State

The sole proprietor transacts business in Illinois under the following assumed names:

BID RIGGING AND BID ROTATING

Section 2: That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

- B. The proposer has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said proposer or any other proposer or to fix any overhead profit or cost element of such bid price or that of any other proposer or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the proposer and will not be knowingly disclosed by the proposer directly or indirectly to any other proposer or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the proposer to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 2a

NON-COLLUSION

- A. No officer or employee of the City of Joliet has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the City of Joliet has disclosed to the proposer any information related to the terms of a sealed bid.
- C. No officer or employee of the City of Joliet has informed the proposer that the bid will be accepted only if specified persons are included as subcontractors.
- D. Only the proposer will be entitled to the proceeds of the contract if this bid is accepted by the City of Joliet.
- E. This bid is made without the benefit of information obtained in violation of law.

Section 3. The undersigned further states that: **(circle A or B)**

- (A)** He is the person in the proposer's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the proposer's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action

contrary to paragraphs A through G above and as their agent does hereby so certify.

Section 4. The undersigned certifies that the proposer has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT**

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Joliet, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The aforementioned company's policy of maintaining a drug free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Joliet and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Joliet within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;

- G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Joliet because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 9. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section 10. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for

contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the proposer to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

Section 14. In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

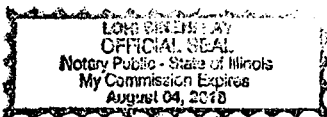
THE AMERICANS WITH DISABILITIES ACT

Section 15. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the Joliet Accessibility Code.

Signed by: Michael J. Watson [name]

Area President [title]

Subscribed and Sworn to before me this 1st day of May, 2017.



By: [Signature] Notary Public

-seal-

AGREEMENT

THIS AGREEMENT is entered into on the date stated below by and between the between the City of Joliet, an Illinois Municipal Corporation (hereinafter "City") and Waste Management of Illinois, Inc. (hereinafter "Contractor").

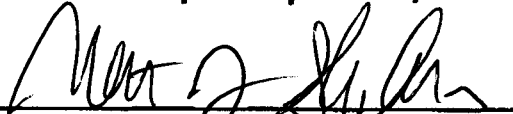
In consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work, furnish all labor and materials necessary for the proper completion of the work; and the City agrees to pay for the work as set forth in the Contract Documents. The Contractor further agrees to comply with the provisions of the *Prevailing Wage Act* (820 ILCS 130/1 et seq.).

The Contract Documents shall consist of the following documents which are hereby made part of this Agreement as if recited at length herein:

- 1) Legal Notice to Bidders
- 2) Instruction to Bidders
- 3) General and Special Conditions
- 4) Specifications and Drawings
- 5) Proposal Schedule (consistent with Contract Documents)
- 6) Affidavits
- 7) Performance Bond and Payment Bond
- 8) Addenda

IN WITNESS WHEREOF, the City and the Contractor, by their duly authorized representatives have hereunto set their hands this 20th day of October, 2017.

**CITY OF JOLIET,
an Illinois Municipal Corporation,**

By: 
**Martin J. Shanahan, Jr.
Interim City Manager**

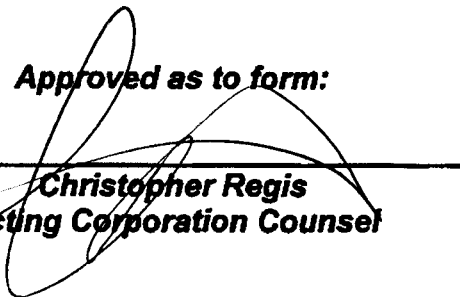
**Print name of Contractor: Waste
Management of Illinois, Inc.**

By: 
Print Name: Carl Niemann

Attest: 
**Christa M. Desiderio
City Clerk**

**Title: Director, Public Sector Solutions
Illinois - Missouri Valley Area**

Approved as to form:


**Christopher Regis
Acting Corporation Counsel**

**EXHIBIT "A"
PRICING**

For the unlimited, weekly collection of all garbage and other refuse, including appliances and white goods, and recycling and yard waste collection services. Includes price of one garbage toter and one recycling toter (96-gallons each; 64-gallons if requested by homeowner). This is the same price to be charged or credited for adding or deleting a residential unit on a monthly basis.

YEAR	BASE price per unit/monthly	weekly recycling	WWTP Electronics/ HHW	TOTAL per unit/MONTHLY
2018	\$ 18.24	\$ 2.28	0.08 \$ 1.10	\$ 21.70
2019	\$ 18.70	\$ 2.34	0.08 \$ 1.13	\$ 22.25
2020	\$ 19.16	\$ 2.40	0.08 \$ 1.16	\$ 22.80
2021	\$ 19.64	\$ 2.46	0.08 \$ 1.19	\$ 23.37
2022	\$ 20.13	\$ 2.52	0.08 \$ 1.22	\$ 23.95
2023	\$ 20.64	\$ 2.58	0.08 \$ 1.25	\$ 24.55
2024	\$ 21.15	\$ 2.64	0.09 \$ 1.28	\$ 25.16
2025	\$ 21.68	\$ 2.71	0.09 \$ 1.31	\$ 25.79
2026	\$ 22.22	\$ 2.78	0.09 \$ 1.34	\$ 26.43
2027	\$ 22.78	\$ 2.85	0.09 \$ 1.38	\$ 27.10

XX

Per ton cost, or credit, for City dumping garbage, refuse, etc. at the Contractor's disposal site or transfer point. Amounts under 4,500 tons/year will result in a credit; amounts over 4,500 tons/year will result in an invoice to be paid by the City

YEAR	UNIT PRICES PER TON // DOLLARS CENTS
2018	\$ 30.00
2019	\$ 30.75
2020	\$ 31.52
2021	\$ 32.31
2022	\$ 33.11
2023	\$ 33.94
2024	\$ 34.79
2025	\$ 35.66
2026	\$ 36.55
2027	\$ 37.47

XX

Per ton cost, or credit, for City dumping yard and landscape waste at the Contractor's disposal site or transfer point. Amounts under 800 tons/year will result in a credit; amounts over 800 tons/year will result in an invoice to be paid by the City.

YEAR	UNIT PRICES PER TON // DOLLARS CENTS
2018	\$ 30.00
2019	\$ 30.75
2020	\$ 31.52
2021	\$ 32.31
2022	\$ 33.11
2023	\$ 33.94
2024	\$ 34.79
2025	\$ 35.66
2026	\$ 36.55
2027	\$ 37.47

XX

EXHIBIT "A"
PRICING

Per ton cost for City dumping garbage, refuse, etc. at the Contractor's disposal site, or transfer point as a result of a disaster or state of emergency declared by the Mayor.

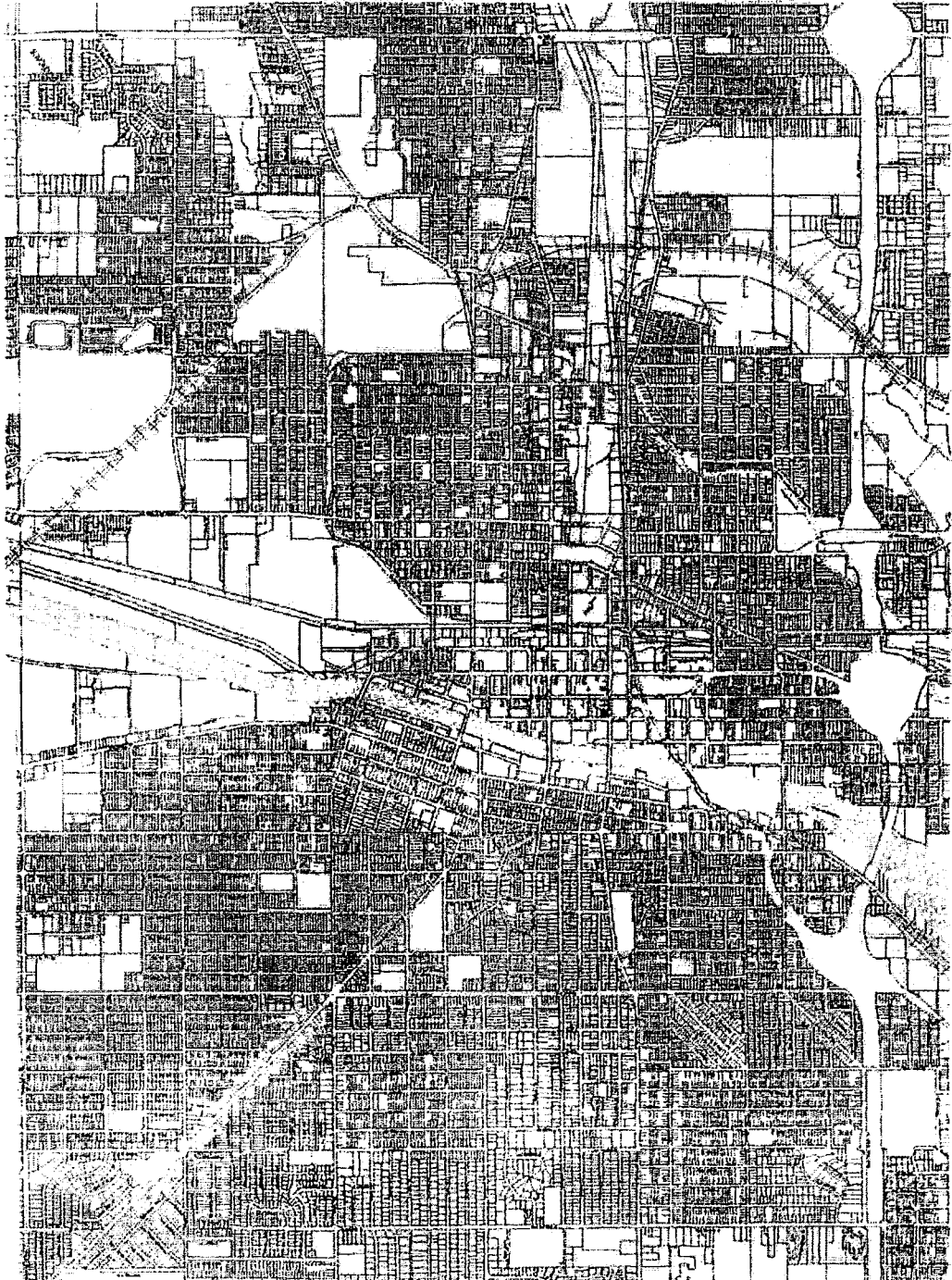
YEAR	UNIT PRICES PER TON // DOLLARS CENTS	
2018	\$	40.00
2019	\$	41.00
2020	\$	42.03
2021	\$	43.08
2022	\$	44.15
2023	\$	45.26
2024	\$	46.39
2025	\$	47.55
2026	\$	48.74
2027	\$	49.95

XX

Per ton cost for City dumping yard and landscape waste at the Contractor's disposal site, or transfer point as a result of a disaster or state of emergency declared by the Mayor.

YEAR	UNIT PRICES PER TON // DOLLARS CENTS	
2018	\$	40.00
2019	\$	41.00
2020	\$	42.03
2021	\$	43.08
2022	\$	44.15
2023	\$	45.26
2024	\$	46.39
2025	\$	47.55
2026	\$	48.74
2027	\$	49.95

ALLEY MAP FOR CITY OF JOLIET



SCALE: 1" = 100'

ATTACHMENT "B"

ISSUED BY THE CITY OF JOLIET, ILLINOIS
FOR THE CITY ENGINEER AND PUBLIC WORKS DEPARTMENT
BY THE CITY ENGINEER AND PUBLIC WORKS DEPARTMENT



CITY OF JOLIET
DEPARTMENT OF PUBLIC WORKS
AND ENGINEERING
1015 JOLIET AVENUE
JOLIET, ILLINOIS 61701-1015



WOODRUFF RD

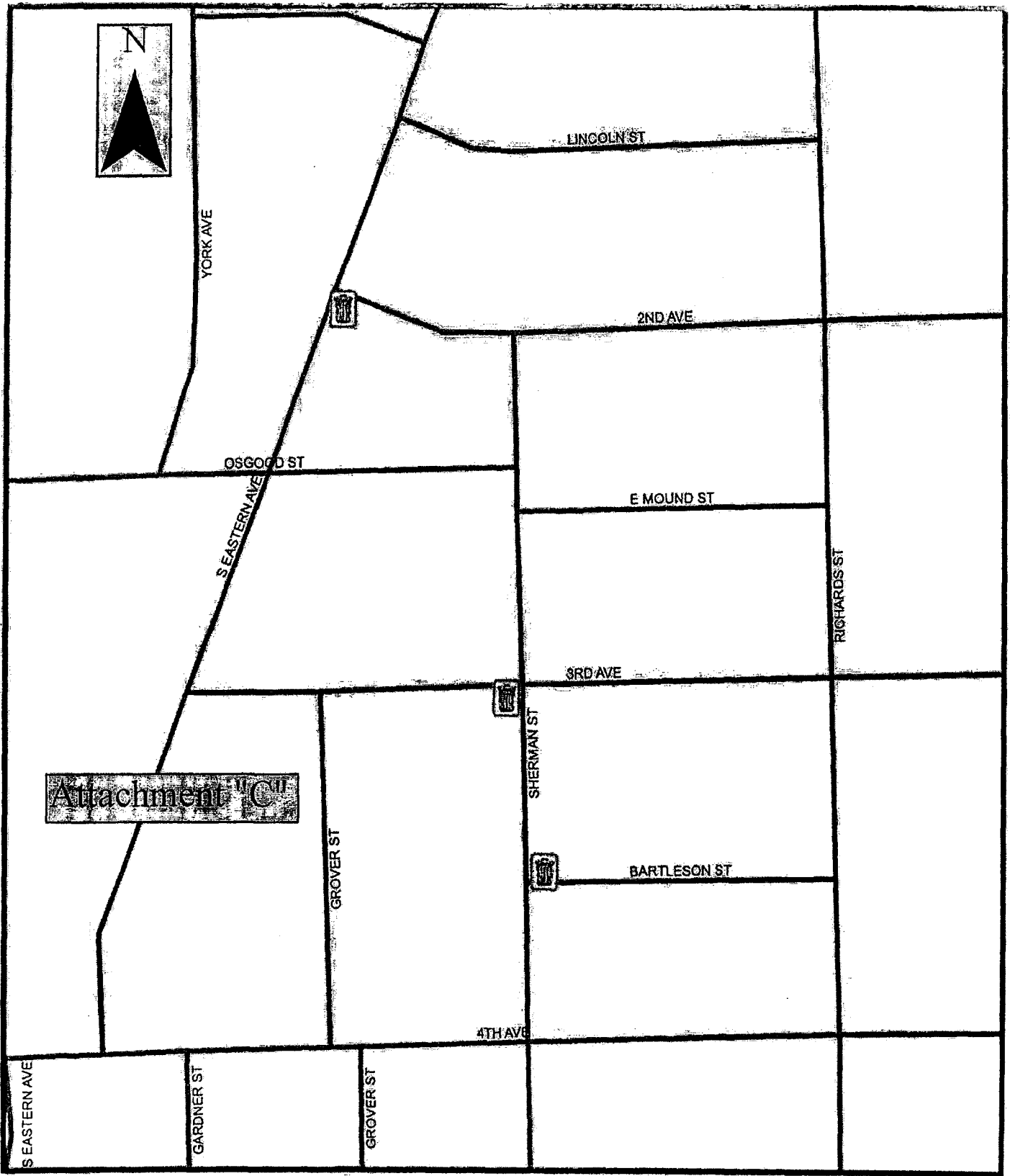
COLLINS ST

Attachment "C"

GROSS ST

JOLIET PLANNING
DIVISION

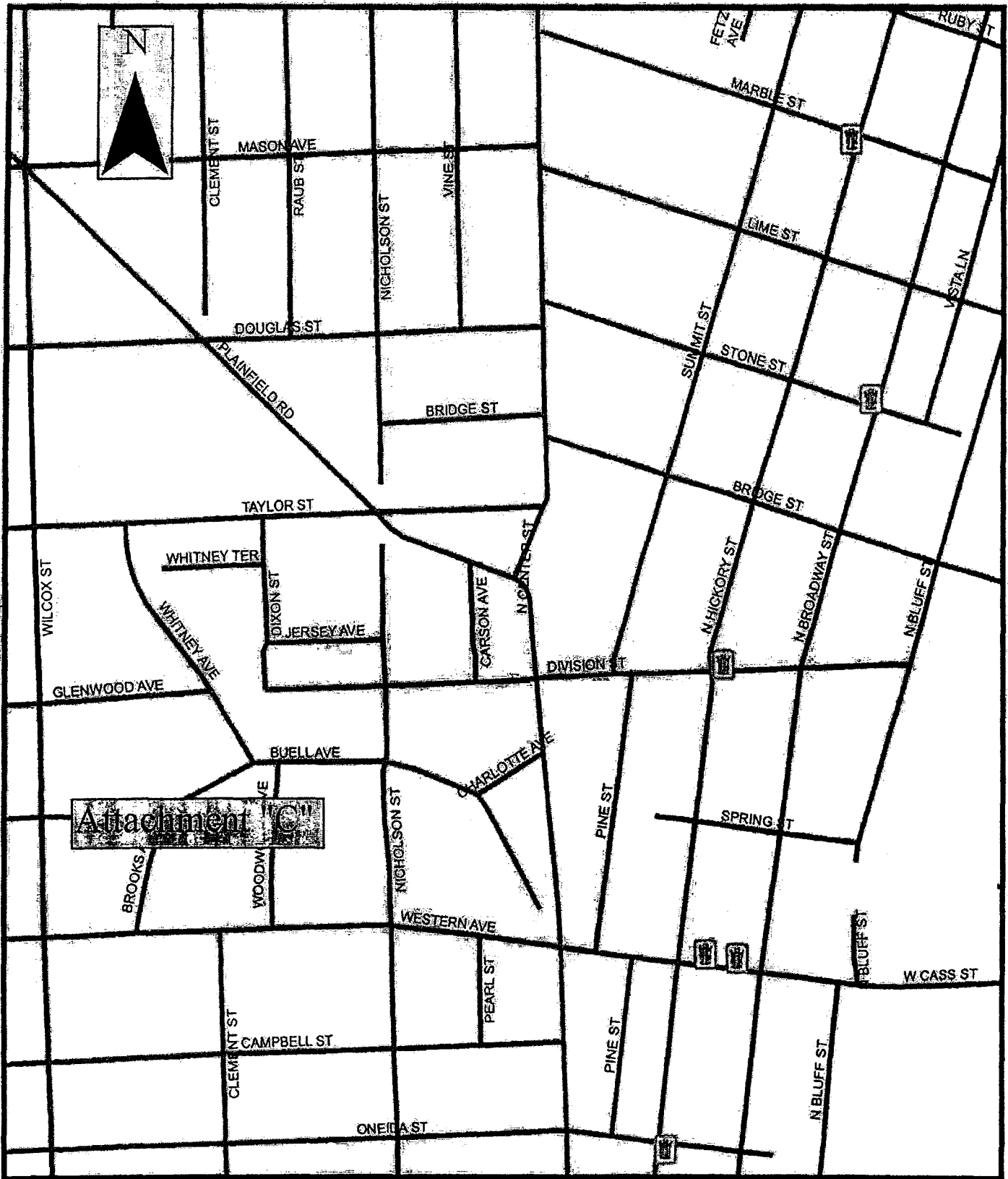
Old Joliet Prison
Parking Lot
2 = Garbage Cans



Attachment C



City South
3 = Garbage Cans



Attachment C



City West
6 = Garbage Cans

EXHIBIT D

This addendum (this "Addendum") to the agreement dated August 1, 2017 between (Waste Management of Illinois, Inc. ("WM") and The City of Joliet (the "Customer").

Whereas, the Customer desires to utilize the services of WM to manage the Customer's home-generated household hazardous waste management program for its participants (the "Participants"); and

WHEREAS; WM desires to render such services to Customer.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and of other good and valuable consideration, the sufficiency of which is hereby acknowledged, Customer and WM agree as follows:

Statement of Work

Services

The following describes the work to be performed by WM related to the collection, management and recycling and/or disposal of home-generated household hazardous waste materials collected from the Participants' homes.

The program begins when the Participants are informed about how to participate. Following are the elements of WM's At Your Door Special CollectionSM service and how it works.

1. Resident Initiates Collection

For residents to schedule a home collection of their unwanted home generated special materials, they must schedule a home collection appointment. There are three options for residents to contact WM's At Your Door Special Collection service: The Participants may call our toll free number 1-800-449-7857, e-mail ATYOURDOOR@WM.COM or go to www.WMATYOURDOOR.COM. An Operations Service Center Specialist from our U.S. based operations center answers the call or online request. Basic information is requested which includes: the Participant's name, address, phone number, how they learned of the program, single or multi-family home and a general indication of the types and quantities of home generated special materials they want collected. The Operations Service Center Specialist discusses the program guidelines with the Participant, including the placement of the material on collection day. The Operations Service Center is available from 5 am - 5pm Pacific Time, Monday through Friday. Both English and Spanish speaking representatives are available. An automated call system is available after hours and on holidays.

2. Collection Is Scheduled

The Participant is provided with a date when they must place their material at their entrance door or in front of their garage or other acceptable location; If multi-family (only if multi-family are included in the agreement), in a previously agreed upon safe location. That predetermined location is noted by the Operations Service Center Specialist for use by the Service Technician (driver).

The frequency of collection routes will vary depending upon demand. When programs first start and during seasonal peaks, there is usually a higher demand resulting in longer periods between the request and the collection date.

3. Packaging

A collection kit will be sent via U.S. mail (or other method) to the Participant, who will package the materials and place it out on the designated collection date. The collection kit consists of a plastic bag, bag tie, survey card, labels (for use as needed by Participant) and an instruction sheet. The instruction sheet reiterates the collection date and items discussed with the Operations Service Center Specialist. Participants collect their items and place them inside the kit bag per the instruction sheet.

Participants will receive one bag unless the Operations Service Center Specialist determines through the conversation, that more than one bag is required to collect all of the materials. Our goal is to collect all of the materials available to us at one time, thus avoiding the inconvenience to the participant caused by multiple collections.

In instances where after a Participant receives their collection kit and if they find they have additional items which exceed the capacity of bag(s) that were sent, two options will be provided to accommodate collection of all of the materials. The first option will be to keep the collection date as scheduled for the first kit bag(s). Then, a second collection date could be scheduled and a second collection kit mailed to the Participant. The second option is to cancel the first collection date and mail the Participant additional collection kit(s). Then schedule the collection at a later date when all of the materials can be collected at the same time.

4. Collection

On the established pickup date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home. WM employees will not enter the premises to gather or remove any material.

Multifamily Participants covered under the agreement will be instructed to place materials at a central, mutually agreed upon ground level location (never at the curb or on public property).

WM is not responsible for any materials placed out for collection until the items are accepted by WM.

For single family homes, materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway.

In the event the any items are ineligible, such as unlabeled containers, leaking containers, commercial materials, or items listed on the unacceptable list, a door hanger will be left with instructions. Participants are not required to be present during the collection.

4. Transport

Acceptable materials are transported to a transfer facility and then sent to various recycling and processing facilities. Once the items are collected, Service Technicians work to responsibly manage it and recycle as much as possible. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

Eligible Materials

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. The quantity of material that is usually collected at any one time is limited to the items that can fit into the kit bag along with designated items that may be placed outside the bag.

All containers must be labeled and they cannot leak. If a container leaks, Participants are instructed to transfer it to a non-leaking container and label it. Participants are provided labels for this use. Additional instructions may apply based on applicable regulations. Leaking containers or containers that are not identified will not be collected. Additional instructions may apply, based on applicable regulations.

Materials that can be placed outside the kit bag are listed below for a typical collection. Unless the Operations Service Center has made arrangements with the Participant before the home collection for more than one bag of materials, the collection will typically restrict the amount of materials to the following:

- Up to 1 television, 4 vehicle batteries, 5 straight fluorescent tubes and/or compact fluorescent lamps (CFL)
- One computer system consisting of one each: CPU/tower, laptop, monitor, keyboard, mouse, and desktop printer and applicable cords.
- Up to 25 pounds of electronics with circuit boards such, as a CD ROM, VCR, DVD/CD/tape player, cell phone, MP3 player, desktop scanner, fax machine, microwave and related cords.

This list below includes the most common items. It is not all-inclusive and may vary depending on state and local regulations. We reserve the right to modify the list.

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Rat poisons
- Fertilizer
- Herbicides
- Pesticides
- Other poisons

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Household Cleaners

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Toilet bowl cleaner

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint
- Artist paint

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel. 10 gal. max.)

Misc. Household

- Household batteries
- Florescent tubes/ Compact fluorescent bulbs
- High intensity lamps
- Hobby glue
- Driveway sealer (max. 5 gal.)

Sharps

(Must be placed into a rigid, sealed, puncture resistant container)

- Needles
- Lancets
- Syringes

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

Flammable & Combustible Materials

- Kerosene
- Solvents

Electronics with Circuit Boards

- Televisions
- Computer monitors
- CPU/computer tower
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming console

Ineligible Materials

This list below is not all-inclusive and will vary depending on state and local regulations. Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. We reserve the right to modify the list.

Business items located at homes are still business waste and are excluded.

- Biological Waste
- Ammunition and Explosives
- Appliances
- Asbestos
- Biological Waste
- Commercial chemicals
- Construction related materials
- Containers over 5 gallons
- Fire Extinguishers
- Food Waste and cooking oil
- Gas cylinders/pressurized cylinders
- Liquid mercury/Elemental mercury and broken items that contain mercury
- Materials improperly packaged for transportation
- Materials in leaking containers
- Medicines/pharmaceuticals
- Radioactive materials, including smoke detectors
- Tires
- Trash, white goods including bulky items
(example: washers, dryers, and refrigerators)
- Unknown or unlabeled materials

The At Your Door program reserves the right to refuse collection of additional items not listed here. The At Your Door service reserves the right to refuse acceptance of any items it deems excluded, a hazard, or out of the scope of the program, which is designed for the collection of home generated special materials.

Participant Surveys

A postage-paid card addressed to the sponsoring agency program manager will be included in the kit sent to the Participants. The card lists several questions and is considered a "report card" mailed directly to the public agency's designee. In an effort to continually improve our service, we request copies of survey cards or consolidated reports (prepared by the community program manager) be sent to At Your Door Special CollectionSM via email atyourdoor@wm.com.

Reports

At Your Door will provide a monthly report listing the type and weight or volume of items collected to the City.

Natural Disaster

In the event of a natural disaster affecting the community e.g. a hurricane, flood or tornado, the At Your Door Special Collection program will be suspended for a period of six months or other period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, a natural disaster changes the nature of that need. A natural disaster is defined as a community wide event including but not limited to a tornado, hurricane, earthquake, fires and floods.

Regulatory Changes

Change in Law. In the event of a change in law related to the services provided under this Agreement, which includes the imposition of new or increased government fees or assessments, Contractor shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by Contractor to the appropriate public agency's manager, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the Public Agency's governing body. The Public Agency's Council's action on Contractor's request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably withheld. As used herein, "change of law" does not include changes in federal or state income tax laws.

Pricing

The cost of the program is outlined in 10-year Supplemental Pricing Proposal for Electronic and Household Hazardous Waste:

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