NOTICE TO BIDDERS REQUEST FOR PROPOSALS

FOR RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION AND DISPOSAL SERVICES

SEALED BIDS will be received by the City of Dixon, Illinois until 10:30 a.m., Central Daylight Time, Thursday, June 1, 2017, for the City of Dixon's Residential Solid Waste, Recyclable Materials and Yard Waste Collection and Disposal Services.

SPECIFICATIONS may be obtained at the Office of the City Clerk, City Hall, Dixon, Illinois. Proposals must be made on the Proposal Forms and in accordance with the Instruction to Proponents furnished by the City of Dixon. The defined terms appearing in the General Specifications apply to all Contract Documents. Proposals must be made upon forms published by the City Clerk. The City Clerk will furnish copies of the Contract Documents and form of Contract to prospective proponents. Forms are not transferable.

ALL BIDS will be publicly opened and read aloud at 10:30 a.m., Central Daylight Time, Thursday, June 1, 2017, in the Council Chambers at City Hall in Dixon, Illinois.

THE CITY OF DIXON is an equal opportunity employer.

A CONTRACT may be awarded to the lowest responsible bidder whose bid is found to be in the best interests of the City of Dixon. The City of Dixon reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding. The City of Dixon further reserves the right to review and study any and all bids and to make a contract award within sixty (60) days after the bids have been opened and publicly read.

A Fair Employment Practices Affidavit of Compliance and an Anti-Collusion Affidavit of Compliance must be submitted with the bid. The City of Dixon does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its programs or activities.

PROPOSALS must be delivered to, and be on file with, the City Clerk on or before 10:30 a.m., Central Daylight Time, Thursday, June 1, 2017. Proposals received after this time will not be considered. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Residential Solid Waste Collection and Disposal."

A proposal bond or certified check must accompany the Proposal, in accordance with the Instructions to Proponents.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF DIXON, ILLINOIS.

Becky Fredericks, City Clerk

Please publish one time: May 1, 2017.

Please Bill: Becky Fredericks, P.O. Box 386, Dixon, IL 61021Thank you.

CITY OF DIXON, ILLINOIS

ANTI-COLLUSION AFFIDAVIT OF COMPLIANCE

NOTE:	THIS AFFIDAVIT MUST E SIGNED BID FORM. NO COUNCIL OF THE CITY SUBMITTED CONCURREN	BIDS CAN BE ACCEPT OF DIXON UNLESS SA	TED BY THE CITY
foregoing pro has not colluct to put in a sha sought by ag price element	posal or bid; that such bid is geled, conspired, connived or agreement bid or to refrain from bidding reement, collusion, communicate of said bid or of that of any corr any person interested in the present of the pre	enuine and not collusive or a steed, directly or indirectly, with ag, and has not in any manner ation or conference with any other bidder or to secure any	e party making the sham; that said bidder any bidder or person, directly or indirectly, person, to fix the bid
Dated	:		
	-	(Name of Indiv	ridual)
	-	(Title or Office	:)
		(Name of Cont	ractor)
THE ABOVE NOTARY PU	E STATEMENTS MUST BE JBLIC.	SUBSCRIBED AND SWO	ORN TO BEFORE A
	nd sworn to before me of, 2017		

Notary Public

CITY OF DIXON, ILLINOIS

FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

NOTE:	SIGNED BID FORM. NO	BE EXECUTED AND SUBMITTED WITH THE O BIDS CAN BE ACCEPTED BY THE CITY OF DIXON UNLESS SAID AFFIDAVIT IS NTLY WITH THE BID.
policy of upgrade, pr	poses and says that he is the is affidavit; that he is an equal oppromote and discipline its employesical or mental handicap.	(Name of Individual), being first duly (Title or (Name of Contractor), and that he has authority portunity employer; and that he certifies that it is the (Name of Contractor) to recruit, hire, train, es without regard to race, creed, color, religion, age,
Date	ted:	
		(Name of Individual)
		(Title or Office)
		(Name of Contractor)
THE ABO		E SUBSCRIBED AND SWORN TO BEFORE A
	and sworn to before me lay of, 2017	
Notary Pub	olic	

TAX CERTIFICATION

I,	,
(Name)	(Title)
of(Name of Contrac	do hereby certify under oath
(Name of Contrac	.101)
that	is not delinquent in the payment of etor)
(Name of Contrac	etor)
any tax administered by the Illino	ois Department of Revenue.
	Date:
	By:
	Title:
	Name of Contractor:
THE ABOVE STATEMENTS NOTARY PUBLIC.	MUST BE SUBSCRIBED AND SWORN TO BEFORE A
Subscribed and sworn to before this day of	
Notary Public	

CITY OF DIXON

INSTRUCTION TO PROPONENTS

RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION AND DISPOSAL

1. RECEIPT AND OPENING OF PROPOSALS

The City of Dixon, Illinois ("City") invites and will receive Proposals ("Proposals") on the forms for the Collection and Disposal of Residential Solid Waste, Recyclable Materials and Yard Waste Collection and Disposal attached hereto ("Contractor's Proposal Form"). Proposals will be received at the office of the City Clerk of the City until 10:30 a.m. Central Daylight Time, June 1, 2017, and publicly opened and read aloud on the aforesaid time and date. The envelopes containing the Proposals must be sealed and addressed to the City Clerk, City of Dixon.

2. PREPARATION OF THE PROPOSAL

All Proposals shall be made on the Contractor's Proposal Form and shall give the amount of bids for work in both words and figures and must be signed by the Contractor ("Proponent"). All blank spaces in each Contractor's Proposal Form together with appropriate schedules must be completed in full in ink or typewritten, in both words and figures.

If a unit price or a lump sum already entered by the Proponent on the Contractor's Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Proponent in ink.

Proposals will be compared on the basis of the summation of the lump sum amounts bid and the products of the quantities of items listed at the unit prices bid. In case of a discrepancy between the total shown in a Proposal and that obtained by adding the products of the quantities of items at the unit prices, the unit prices as written out in words on the Contractor's Proposal Form shall govern and any errors found in said products will be corrected by the City.

Each Proposal, together with appropriate schedules and exhibits, must be submitted in a sealed envelope bearing on the outside the name of the Proponent, its address, and plainly marked "Proposal for Residential Solid Waste Collection and Disposal." If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider as irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all of such Proposal(s).

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered.

3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal must be accompanied by a bond, irrevocable letter of credit, certified check of the Proponent, drawn on a national bank, in an amount equal to Fifty Thousand Dollars (\$50,000) ("Proposal Security"), as a guarantee that, the Proponent, if it's bid is accepted, will enter into a contract ("Agreement") in substantially the same form as the Agreement which is on file with the City Clerk, to do the work covered by such Proposal and at the rates stated in the Proposal. Checks, letters of credit and bonds will be returned promptly after the City and the selected Proponent have executed the Agreement, or, if no Proponent's Proposal has been selected within ninety (90) days after the date of the opening of Proposals, upon demand of the Proponent at any time thereafter, as long as Proponent has not been notified of the acceptance of its Proposal.

Each Proposal must also be accompanied by a certificate of insurance evidencing the required insurance coverages specified in the Contract Documents (as defined herein).

4. DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Agreement shall be deemed to have been awarded when formal notice of acceptance of the Proposal shall have been mailed by the City to the Proponent by certified mail, return receipt requested.

The Proponent to whom the Agreement is awarded shall be required to execute five (5) copies of the Agreement and to furnish certificates of insurance. In case of the Proponent's refusal or failure to execute the Agreement within twenty (20) days after the Proponent's receipt of formal notice of acceptance, the Proponent will be considered to have abandoned all rights and interests in the Agreement, and the Proponent's Proposal Security shall be forfeited to the City as damages and the award may then be made to the next best qualified Proponent or the work readvertised, as the City may elect.

5. SECURITY FOR PERFORMANCE

The successful Proponent shall be required to furnish a performance bond, cashier's check, irrevocable letter of credit, certified check, or other financial guarantee acceptable to the City Attorney in the amount of One Hundred Twenty-five Thousand Dollars (\$125,000). Said financial guarantee shall secure the faithful performance of the Agreement by the Contractor. The Agreement is subject to termination by the City at any time said financial guarantee does not remain in force.

If a performance bond is to be provided, the Proposal shall be accompanied by a letter from a corporate surety satisfactory to the City stating that a performance bond, in a form satisfactory to the City, will be furnished by the corporate surety to the Proponent in the event the Proponent's Proposal is accepted. Such letter is to be signed by an

authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached to said letter.

Premium for all bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Illinois.

6. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. SCOPE OF WORK

The work under the Agreement shall consist of the items contained in the Instructions to Proponents, General Specifications, the Agreement, the Proposal, (collectively the "Contract Documents"), and all matters necessary to fully complete said work in accordance with the Contract Documents.

8. CONDITIONS

Proponents shall thoroughly examine and be familiar with all Contract Documents. The City shall make all such documents available to the Proponents. Each Proponent shall fully acquaint itself with the conditions set forth in the Contract Documents relating to the scope and restrictions attending the execution of the work specified in the Contract Documents.

It is also the obligation of the Proponent to obtain information concerning the conditions at locations that may affect its work or performance.

The failure or omission of any Proponent to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its Proposal or the Contract Documents.

The Proponent shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

The Proponent's attention is directed to the fact that all applicable Federal laws, State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Agreement throughout, and said laws, ordinances, rules and regulations will be deemed to be included in the Agreement as if fully set forth therein.

9. ADDENDA AND EXPLANATIONS

Any and all interpretations and any supplemental instructions will be in the form of written Addenda ("Addenda"), which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Proponents having received bid documents (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals. Addenda issued to Proponents prior to June 1, 2017, shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

No request of explanation, interpretation or supplemental instruction by Proponents received within seven (7) days of the date fixed for the submission and opening of Proposals will be considered.

10. NAME, ADDRESS AND LEGAL STATUS OF THE PROPONENT

The Proposal must be properly signed in ink and the address of the Proponent given. The legal status of the Proponent, whether a corporation, partnership, limited liability company or individual, shall also be stated in the Proposal.

A corporation shall execute the Contractor's Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated.

A limited liability company Proponent shall execute the Contractor's Proposal by its duly authorized representative and shall give the full name and address of all members and list the state in which the company was formed.

A partnership Proponent shall give the full name and address of all partners. Partnership and individual Proponents will be required to state in the Proposal the names and addresses of all persons with an interest therein.

The place of residence of each individual Proponent or of each partner, or each representative, or the office address in the case of a firm or company, with county, state and telephone number, must be given after his/its signature.

If the Proponent is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal as indicated above.

Any person or entity signing a Proposal as an agent of another must submit with his/its Proposal, legal evidence of his/its authority to do so.

11. COMPETENCY OF PROPONENT

The opening and reading of the Proposal shall not be construed as an acceptance of the Proponent as a qualified, responsible Proponent. The City reserves the right to determine the competence and responsibility of a Proponent from its knowledge of the Proponent's qualifications or from other sources.

The City requires submission with the Proposal of the following supporting data regarding the qualifications of the Proponent in order to determine whether it is a qualified, responsible Proponent:

- a) An itemized schedule of the Proponent's equipment available for use to fulfill its duties and obligations specified in the Contract Documents.
- b) Evidence that the Proponent is in good standing under the laws of the State of Illinois, and, in the case of corporations or other entities organized under the laws of any other state, evidence that the Proponent is licensed to do business and in good standing under the laws of the State of Illinois or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- c) Evidence in form and substance satisfactory to the City that the Proponent has been in existence as a going concern in excess of three (3) years and possesses not less than three (3) years actual operating experience as a going concern in solid waste collection and disposal.
- d) A list of all Illinois municipalities within which the Proponent has a contractual agreement for the collection and disposal of solid waste.

In the event that the City shall require additional supporting data regarding the qualifications of the Proponent in order to determine whether the Proponent is a qualified responsible Proponent, the Proponent may be required to furnish any or all of the following information sworn to under oath:

- a) Evidence in form and substance satisfactory to the City that the Proponent is capable of commencing performance as required in the Contract Documents.
- b) Evidence in form and substance satisfactory to the City that the Proponent possesses as a going concern the managerial and financial capacity and capability to perform the scope of work specified in the Contract Documents.
- c) Evidence in form and substance satisfactory to the City that Proponent's experience as a going concern in solid waste collection and disposal derives from operations of comparable size to that contemplated by the Contract Documents.
- d) Such additional information as will satisfy the City that the Proponent is adequately prepared to perform the scope of services required in the Contract Documents.

The Proponent may satisfy any or all of the experience and qualification requirements of this Paragraph 11 by submitting the experience and qualifications, in the case of a corporation or limited liability company, of its parent organization and subsidiaries or affiliates of the parent or, in the case of a partnership or joint venture, of one or more of the partners or joint venturers.

12. DISQUALIFICATION OF PROPONENTS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes may be considered sufficient for the disqualification of a Proponent and the rejection of its Proposal:

- a) Participation by the Proponent in an act of collusion between the Proponent and one or more other Proponents.
 - b) Lack of either experience or equipment.
- c) Default in the providing of collection and disposal of residential solid waste, recyclable materials and yard waste pursuant to any other agreement.

13. BASIS OF THE PROPOSAL

Proposals are solicited on the basis of rates for each type of work. Proposals will be compared on the basis of the summation of the rates proposed.

14. QUANTITIES

The City estimates that the number of residential dwelling units to be initially serviced under the Agreement is four thousand eight hundred fifty (4850) more or less. The City makes no representation or warranty as to the accuracy of the estimate of residential units. Unit price computations for residential dwelling units (as that term is defined in the General Specifications) shall be based upon such estimate.

15. METHOD OF AWARD

The City reserves the right not to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. Any alteration, erasure or interlineation of the Contract Documents or of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City. The City intends that the Agreement shall be awarded within thirty (30) days following the date that Proposals are publicly opened and read.

16. DISPOSAL SITES

The Proponent shall indicate on the Proposal the name and location of the disposal site(s) which the Proponent intends to use to perform the Agreement. The Proponent shall also provide evidence reasonably satisfactory to the City that the Proponent, if awarded the Agreement, will have the right to use said disposal site(s) under and for the duration of the Agreement.

17. ADDITIONAL PERTINENT INFORMATION

The City has the following information available to Proponents: the City Solid Waste

Ordinance, route maps, moderate yardage records information.

Changes have been made to the form of the Contract Documents from prior years.

These changes include, but are not limited to, Paragraph J., Section IV of the Agreement relating to the re-opening of the Agreement in the event the City implements a City-controlled billing system and Paragraph N. of the Agreement relating to limitations on the exclusive franchise of the Contractor.

The Proponent may indicate on the Proposal any additional information and suggestions as the Proponent deems relevant to the City's consideration of its Proposal.

This ends the Instructions to Proponents.

CITY OF DIXON RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION AND DISPOSAL GENERAL SPECIFICATIONS

1.00 DEFINITIONS

1.01 Agreemen

- 1.02 Bags
- 1.03 Baseline Waste Generation
- 1.04 Bulky Waste
- 1.05 Bulky Waste Sticker
- 1.06 City
- 1.07 Construction Debris
- 1.08 Compost Site
- 1.09 Composting
- 1.10 Construction Debris
- 1.11 Container
- 1.12 Contract Documents
- 1.13 Contractor
- 1.14 Curbside Collection
- 1.15 Dead Animals
- 1.16 Disposal Site
- 1.17 Dwelling Unit
- 1.18 Effective Date
- 1.19 Garbage
- 1.20 Garbage and Refuse Collection (Collection)
- 1.21 Hard Yard Waste
- 1.22 Hazardous Waste
- 1.23 Producer
- 1.24 Recycling Center
- 1.25 Recycling Collection
- 1.26 Recycling Collection Services
- 1.27 Recycling Containers
- 1.28 Recycling
- 1.29 Recyclable Materials
- 1.30 Refuse
- 1.31 Residential Refuse
- 1.32 Residential Dwelling Unit
- 1.33 Rubbish
- 1.34 Soft Yard Waste
- 1.35 Stable Matter
- 1.36 Tipping Fee
- 1.37 Toter
- 1.38 Unacceptable Recyclable Material
- 1.39 Volume of Waste to Disposal Site
- 1.40 White Goods
- 1.41 White Goods Sticker

General Specifications City of Dixon, Illinois

May 1, 2017

1.42 Yard Waste Yard Waste Collection 1.43 1.44 Yard Waste Receptacle 2.00 SCOPE OF WORK 3.00 TYPES OF COLLECTION 3.01 Service Provided 3.02 Preparation for Garbage and Refuse Collection 4.00 **OPERATION** 4.01 Hours of Operation Routes of Collection 4.02 4.03 Holidays 4.04 Complaints Office and Supervision 4.05 4.06 Violations by Producer 4.07 Laws and Regulations 4.08 **Operating Procedure** 4.09 Employee Uniform 4.10 Collection Equipment 4.11 Disposal Notification 4.12 4.13 Point of Contact 4.14 Garbage and Refuse Bags 5.00 LAWS AND CONTRACT DOCUMENTS 6.00 EFFECTIVE DATE 7.00 **NONDISCRIMINATION** 8.00 **INDEMNITY** 9.00 **INSURANCE** 9.01 Specific Requirements Property Insurance 9.02 9.03 Notice of Cancellation or Non-Renewal 9.04 Deductibles 9.05 **Errors and Omissions** 10.00 FINANCIAL GUARANTEE 10.01 Form of Guarantee 10.02 Power of Attorney

11.00 LICENSES AND TAXES

- 12.00 TRANSFERABILITY OF CONTRACT
- 13.00 EXCLUSIVE CONTRACT
- 14.00 TERM OF AGREEMENT
- 15.00 BASIS AND METHOD OF PAYMENT
 - 15.01 Contractor to Act as Collector
 - 15.02 Delinquent and Closed Accounts
 - 15.03 Deposits Required
 - 15.04 Compensation
- 16.00 CONFLICT OF INTEREST

GENERAL SPECIFICATIONS

- 1.00 Definitions: When used in the Contract Documents (as that term is defined below), the following terms shall have the following meanings:
- 1.01 Agreement: Agreement for Collection and Disposal of Residential Solid Waste, Recyclable Materials and Yard Waste between the Contractor and the City.
- 1.02 Bags: Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by its top. Total weight of a Bag and its contents shall not exceed 50 lbs.
- 1.03 Baseline Waste Generation: The total volume of Refuse generated in all Residential Dwelling Units in the City.
- 1.04 Bulky Waste: Rubbish such as stoves, water heaters, washing machines, furniture, and other waste materials (with weights or volumes greater than those allowed for Containers) other than Construction Debris, Dead Animals, Garbage, Yard Wastes and Stable Material.
- 1.05 Bulky Waste Sticker: Biodegradable stickers, stamped with the City logo, sold through retailers to the public, wherein the purchase price of the sticker includes collection, processing, and disposal costs for one Bulky Waste item.
- 1.06 Bundle: Tree, shrub and brush trimmings securely tied together forming an easily handled package not exceeding 48" in length, 4" in diameter or 50 pounds in weight.
- 1.07 City: City of Dixon, Illinois
- 1.08 Compost Site: A depository approved by the City, permitted or licensed by all governing bodies and agencies having jurisdiction thereof to receive Yard Waste.
- 1.09 Composting: The process by which aerobic (oxygen-requiring) micro-organisms decompose organic matter into a humus-like product. Commercial composting involves the active management and control of these processes.
- 1.10 Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.11 Container: Container meeting the requirements of Section 4.3 of the City Code in which Refuse can be stored and later placed for Curbside Collection.
- 1.12 Contract Documents: The Agreement, Chapter 4, Chapter 3, Section 4-3-1 et seq. of the Dixon City Code, these General Specifications, Financial Guarantee (as hereafter defined), and any Addenda or changes to the foregoing documents.
- 1.13 Contractor: The person, corporation, limited liability company or partnership performing Refuse collection and disposal pursuant to the Contract Documents.
- 1.14 Curbside Collection: The collection of all Refuse and Yard Waste placed in accordance with the City ordinances regulating the placement of the same including alley collection.

- 1.15 Dead Animals: Animals or portions thereof equal to or greater than 20 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
- 1.16 Disposal Site: A Refuse depository, approved by the City which may include but not be limited to, sanitary landfills, transfer stations, incinerators, compost sites and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction thereof and having such licenses, permits or approvals to receive Refuse and Dead Animals for processing or final disposal.
- 1.17 Dwelling Unit: A single residential dwelling place containing a kitchen.
- 1.18 Effective Date: January 1, 2018.
- 1.19 Garbage: All animal and vegetable matter from the handling, preparation, cooking, consumption, storage, decay or decomposition of food (meats, fish, fowl, fruits, grains) or any other animal or vegetable matter whatsoever subject to decay which may putrefy or generate noxious or offensive odors, be a food source for rodents, or a breeding or feeding place for insects or vermin and all dead animals of less than 20 pounds in weight but excluding Yard Waste, Construction Debris, Bulky Waste, Stable Material, Hazardous Waste and Rubbish. The term "Garbage" shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the City.
- 1.20 Garbage and Refuse Collection (Also sometimes referred to as "Collection"): The taking up and collecting of all Refuse accumulated in containers at Residential Dwelling Units within the corporate limits of the City and the transportation to an approved Disposal Site.
- 1.21 Hard Yard Waste: Brown-stemmed branches and shrub pruning with large diameter stems/trunks not to exceed 4" in diameter or 48" in length individually. Evergreen Christmas trees are included in this definition, except for collection and disposal purposes.
- 1.22 Hazardous Waste: Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, or any other Federal or State agency having jurisdictional authority thereof. For purposes of the Contract Documents, the term Hazardous Waste shall also include motor oil and gasoline.
- 1.23 Producer: Occupant(s) of a Residential Dwelling Unit who generates Residential Refuse.
- 1.24 Recycling Center: Location selected by the Contractor for the purpose of delivering Recyclable Materials. This location is subject to approval by the City.
- 1.25 Recycling Collection: The collection of all Recyclable Materials accumulated in Containers at Residential Dwelling Units receiving Curbside Collection. Collection shall also include transporting the Recyclable Materials to a site it can be processed for the marketplace as determined by the Contractor.
- 1.26 Recycling Collection Services: Those services to be performed by the Contractor shall include the following:
 - a. Collection of properly-prepared Recyclable Materials from locations specifically designated by the parties;
 - b. Processing of Recyclables, which includes the sorting, preparation and delivery of

Recyclables to an approved Recycling Center for sale; and

- Marketing and sale of Recyclables.
- 1.27 Recycling Containers: A plastic 20 gallon container serial numbered, purchased by the Contractor and distributed by the Contractor to residents receiving residential Curbside Collection. Said container shall have attached to it a sticker displaying the City logo in a form and size to be approved by the City. It shall be the responsibility of the Contractor to purchase said stickers.
- 1.28 Recycling: The technical ability of a material to be reused in manufacturing with the requirement that a recycling collection, processing and market system be in place and economically functioning in order for Recycling Materials to be recyclable.
- 1.29 Recyclable Materials (also referred to as "Recyclables"): Newspaper, glass bottles and containers, aluminum and tin cans, clean, flat cardboard, HDPE plastic milk jugs, HDPE plastic water jugs, and PET plastic 2 liter pop bottles. Other materials may hereinafter be added to or deleted from this definition by the City.
- 1.30 Refuse: All wastes which normally result from the operation of a household including all Garbage, Rubbish, and Bulky Wastes.
- 1.31 Residential Refuse: All Refuse generated by a Producer at a Residential Dwelling Unit.
- 1.32 Residential Dwelling Unit: Any single or multi-family dwelling units and condominiums (of less than four (4) units) within the corporate limits of the City occupied by a person or group of persons. A Residential Dwelling Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Each single-family dwelling within any multi-family dwelling unit or condominium shall be billed separately as a residential unit.
- 1.33 Rubbish: All solid wastes consisting of both combustible and noncombustible wastes, including but not limited to, paper, plastics, bottles, glass, cardboard, metal, cans, bricks, ashes, sod, dirt, rocks, cement, trees, wood, leather, and other like materials small enough for one man to handle. The term Rubbish shall not include Yard Waste, Construction Debris, Bulky Waste, Dead Animals, Garbage, Stable Matter, and Hazardous Waste. The term "Rubbish" shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks, automobile parts other than tires, or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the City.
- 1.34 Soft Yard Waste: Grass clippings, leaves, prunings of small diameter green-stemmed shrubs (i.e. new growth on a private hedge) and plant stalks.
- 1.35 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.36 Tipping Fee: The cubic yard dollar charge or dollar tonnage charge assessed to the Contractor by the operators of the Disposal Site for disposing Refuse.
- 1.37 Toter: Container having a maximum capacity of 60 gallons. Toters shall be placed in service throughout the City and shall be owned and provided by the Contractor. Each Toter must have an attached lid, a handle and wheels having a minimum of six inches in diameter. The term "Toter" is used in a generic

sense and is not intended to refer to a specific brand name.

- 1.38 Unacceptable Recyclable Material: Materials not properly prepared, separated and/or located in accordance with the Agreement or the Dixon City Code.
- 1.39 Volume of Waste to Disposal Site: The total volume of Refuse delivered to the Disposal Site.
- 1.40 White Goods: Refrigerators, freezers, air conditioners, dehumidifiers and other similar large appliances that contain: chlorofluorocarbon gases, or electric switches containing mercury, or any device that contains or may contain PCB's in a closed system.
- 1.41 White Goods Sticker: Biodegradable stickers, stamped with the City logo, sold through retailers through the public, wherein the purchase price of the sticker includes, collection, processing, and disposal costs for one White Good item.
- 1.42 Yard Waste: Compostible, organic material consisting of dead plants, weeds, Christmas trees, tree or hedge trimmings, grass clippings and leaves but excluding tree limbs over 4" in diameter or 48" in length.
- 1.43 Yard Waste Collection: The taking and collecting of all Yard Waste accumulated in a Yard Waste Receptacle in accordance with the Contract Documents at all Residential Dwelling Units in the City. Collection shall also include documenting each load of material.
- 1.44 Yard Waste Receptacle: (i) a biodegradable kraft paper lawn bag holding 50 pounds or less, or (ii) a (maximum) 40 gallon Container clearly marked with an "x". Clear plastic lawn/leaf bags may not be used.
- 2.00 Scope of Work. Services to be performed pursuant to the Contract Documents, including the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents. Services under the Contract Documents do not include the collection and disposal of any increased volume resulting from a tornado, flood, hurricane, or similar act of God over which the Contractor has no control unless authorized by the City. In case of a tornado, flood, hurricane or other disaster or other act of God, the City may grant the Contractor a reasonable variance from regular schedules and routes.
- 3.00 Types of Collection
- 3.01 Service Provided
 - A. Refuse Services to be Performed
- A.1 The Contractor shall collect all Residential Refuse within the corporate limits of the City at least once a week during the term of the Agreement. Collections shall be done from Monday through Friday in accordance with a written schedule of pickups established by the Contractor and approved by the City. Daily service hours shall not begin prior to 6:30 a.m. Such collection shall include collection from all Residential Dwelling Units. Refuse collection shall occur on the same day of the week throughout the term of the Agreement.
- A.2 The Contractor shall provide Refuse Collection at no additional cost to all City owned sites including but not limited to City Hall, Street Department, Wastewater Treatment, Fire Department, Fire Substation, Cemetery (Oakwood), Police Department, Water Department and other locations having City

Receptacles. The Contractor shall also provide a dumpster at each of the foresaid locations.

- A.3 The Contractor shall collect all Bulky Waste and White Goods when displaying a special Bulky Waste Sticker or White Good Sticker.
- A.4 The Contractor shall deliver all Refuge to the Disposal Site.
- A.5 The Contractor shall provide to the City no later than the 15th of each month of the Agreement a list of the amount of waste collected, itemized by yardage and weight, and the number of Residential Dwelling Units serviced during the immediately preceding month.
 - B. Yard Waste Services to be Performed
- B.1 The Contractor shall collect all Yard Waste from Residential Dwelling Units at least once a week (i) from March 1 through November 30 and (ii) during the first two weeks in January. Additionally, if the 30th day of November occurs on a Monday, Tuesday, Wednesday or Thursday, the Contractor will be required to collect Yard Waste through the remainder of such week into December notwithstanding (i) above. Collection shall be made on the same day as Refuse Collection. Collections shall take place on Monday through Friday, or as otherwise agreed upon by the City. Daily service hours shall not begin prior to 6:30 a.m.
- B.2 The Contractor shall deliver the Yard Waste materials to a Compost Site. The Contractor shall not mix types of Refuse or inorganic materials with Yard Waste so as to cause the Yard Waste to be unacceptable to the operators of the Compost Site.
- B.3 During the term of the Agreement the Contractor shall provide to the City no later than the 15th day of each month a monthly compilation of the volume by weight and number of daily collections of Yard Waste serviced during the immediately preceding month.
 - C. Recycling Services to be Performed
- C.1 The Contractor shall collect Recyclable Materials on a weekly basis on the same day as Refuse Collection. The collection of Recyclable Materials will occur at all Residential Dwelling Units. The Contractor shall deliver the Recyclable Materials to the Recycling Center.
- C.1.1 The Contractor shall collect Recyclable Materials at no additional costs to all City owned sites including, but not limited to, City Hall, Street Department, Wastewater Treatment, Fire Department, Fire Substation, Cemetery (Oakwood), Police Department and Water Department.
- C.2 The Contractor shall enter into a cooperative effort with the City to design and provide an effective recycling promotional program to include:
- C.2.1 Preparation of brochure This brochure will describe the preparation of materials and provide residents with a local phone number to call with any questions.
- C.2.2 The Contractor shall be responsible for Recycling updates issued to residents every six months commencing three months after the effective date of the Agreement. This update will inform residents the volume and weight of Recyclable Materials recycled to date and encourage additional participation. Updates may also include information about additional materials to be collected.
- C.3 The Contractor shall be responsible for the marketing of all Recyclable Materials collected and shall

retain all sales proceeds therefrom. In the event of a substantial market change in any Recyclable Materials, the Contractor or City may, upon written notice to the other party, request to reopen negotiations for the price per month of the Recycling Rate.

- C.4 At the commencement of the Agreement, the collection of Recyclable Materials shall include those materials specified in the Agreement.
- C.5 Recyclable Materials shall be placed for collection in 20 gallon Recyclable Containers provided by the Contractor and serial numbered for each resident. Optional method may be used in lieu of 20 gallon containers for Recyclable Material per Agreement between the City and the Contractor. The resident shall not be charged for the Recyclable Container and shall be provided at no charge, upon reasonable request made to the Contractor, with additional Recyclable Containers. The Contractor may not charge an additional collection fee to any resident for the usage of additional Recycling Containers. The Recyclable Materials shall be prepared by the resident as follows:

Newspaper - non bundled in bottom of bin or in brown paper bags. Glass - all metal or plastic removed and rinsed. Metal - rinsed. labels removed.

- C.6 Recyclable Containers shall be placed for Curbside Collection by 6:30 a.m. on the scheduled day of collection.
- C.7 All Recyclable Materials placed for collection remain the responsibility and ownership of the resident until handled by the Contractor. The Recyclable Materials become the property and responsibility of the Contractor upon the Contractor's lifting the Recycling Container.
- C.8 Recyclable Materials may be deemed by the Contractor to be unacceptable for collection in accordance with the Contract Documents. However, the Contractor is required to give written notice to Residential Dwelling Unit on a form provided by the Contractor, informing the Residential Dwelling Unit the reason Recyclable Materials are in an unacceptable condition for collection. The notice shall also give instructions for proper and improper preparation of Recyclable Materials. Improperly prepared Recyclable Materials shall not be picked up by the Contractor.
- C.9 No later than the 15th day of each month, the Contractor shall provide to the City the scale receipts of the total weight of Recyclable Materials collected, a percentage breakdown of Recyclable Materials collected, and the number of daily collections of Recyclable Materials made in the City for the immediately preceding month.

D. Special Collections

- D.1 The Contractor may provide for the special collection from Residential Dwelling Units of tree trunks, branches over 4" in diameter and 48" long, as well as Construction Debris. The Contractor may also provide for the special collection of Dead Animals and Stable Material at Residential Dwelling Units. These collections shall be made under the terms and conditions as set forth in the Contract Documents.
- 3.02 Preparation For Refuse Collection
- A.1 All occupants of Residential Dwelling Units in the City shall be required to keep Refuse placed in a Toter supplied by the Contractor. Residents may utilize up to the two (2) Toters provided that resident pays for the additional Toter based on the monthly fee.

- A.2 Each Toter, Bag, Bundle and Bulky Waste shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Toters, Bags, Bundles and Bulky Waste shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Toters, Bags, Bundles and Bulky Waste shall be placed as close as practicable to an access point for the collection vehicle. A special prepaid Bulky Waste sticker or tag shall be placed on Bulky Waste items. The Contractor may decline to collect any Container, Bag, Bundle or Bulky Waste not so placed.
- A.3 All occupants of Residential Dwelling Units shall place Yard Waste in Containers except tree or brush trimmings having a maximum of 4" in diameter which shall be cut to a 48" length and bundled. Christmas trees will be collected as is.
- 4.00 Operation
- 4.01 Hours of Operation Collection of Refuse shall not start before 6:30 a.m. Exceptions to collection hours may be made only upon the consent of the City, or when the Contractor reasonably determines that an exception is necessary in order to complete collection of an existing collection route due to unusual circumstances.
- 4.02 Routes of Collection Collection routes shall be established by the Contractor no later than August 1 of each year of the Agreement. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. The Contractor shall publish, at its expense, at least once during each calendar year a map of such collection routes in the <u>Dixon Telegraph</u>. The published map shall be of such size to clearly show all pertinent information. The Contractor may, from time to time, request the City for approval of changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, the Contractor shall promptly give prior written or published notice to the affected Residential Dwelling Units.
- 4.03 Holidays The following shall be holidays for the purposes of the Contract Documents:

New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

It shall be the Contractor's responsibility to notify residents of any changes in the collection schedule as a result of said holiday. Such changes shall be published in the <u>Dixon Telegraph</u> one week prior to each holiday. The Contractor shall observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves the Contractor of its obligation to provide collection service at least once during the work week.

- 4.04 Complaints All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed Collections, the Contractor shall investigate and if such allegations are verified, shall arrange for the collection of the Refuse. A record of all unresolved complaints and action taken thereon shall be kept by the Contractor and reported monthly to the City.
- 4.05 Office and Supervision The Contractor shall establish and maintain an office with continuous

supervision for accepting complaints and customer calls. Said office must be located in a close enough proximity that the Contractor is able to and shall provide response to any complaints within 24 hours of the time of making of said complaint. The office shall be open during the hours of 8:00 a.m. until 4:30 p.m. on all days except Saturday, Sunday and holidays and days when no collection is to be made. The address and telephone number of such office and any changes therein shall be given to the City in writing. The Contractor's telephone number shall have a **284**, **285** or **288** prefix number.

- 4.06 Violations by Producer The Contractor shall immediately report all violations of City ordinances pertaining to Refuse Collection and disposal and Recyclable Material collection to the City Clerk.
- 4.07 Laws and Regulations The Contractor shall comply with ordinances of the City and all applicable state and federal laws and regulations related to sanitation and collection of Refuse in effect during the term of the Agreement. The Contractor shall keep equipment used in the performance of Contract Documents in good operating condition and in a clean, sanitary condition and shall thoroughly disinfect each vehicle at least once a week unless the same has not been used since the last disinfection thereof. Equipment is subject to periodic inspection by the City.

4.08 Operating Procedure

- A. The Contractor's employees shall handle all Containers with reasonable care to avoid damage, shall replace all Containers in an upright position and shall immediately clean up and dispose of any spilled contents.
- B. The Contractor will provide service and replacement parts for all Toters in service throughout the City.
- 4.09 Employee Uniform All employees of the Contractor shall be dressed in clean uniforms which shall be provided with suitable identification. Uniforms shall be provided by the Contractor to each employee.

4.10 Collection Equipment

- A. The Contractor shall provide an adequate number of vehicles for regular Collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times.
- B. The Contractor's name or firm name, together with its phone number, shall be printed or painted in legible letters, not less than five (5) inches in height, on both sides of all trucks and conveyances used in performance of the Contract Documents. A broom and shovel in good usable condition shall be placed and maintained on each truck.
- C. The Contractor shall make all collections of Refuse, Recyclable Materials and Yard Waste in water-tight metal Receptacles or vehicles with closed tops so constructed that the contents will not leak or spill therefrom; such Receptacles and vehicles shall be kept clean and as free from all offensive odors as possible and shall not be allowed to stand in any street, alley or other place longer than is reasonably necessary to collect Refuse, Recyclable Materials and Yard Waste.
- 4.11 Disposal All Refuse collected by the Contractor shall be hauled to a Disposal Site. All yard waste collected by the Contractor shall be hauled to a Compost Site. All Recyclable Materials shall be hauled by the Contractor to the Recycling Center. The charge for disposal shall be included in the rate set forth in the Agreement.

- 4.12 Notification The Contractor shall notify all Producers about complaint procedures, rates, and regulations and file weekly summaries with the City Clerk.
- 4.13 Point of Contact All dealings, contacts and communications between the Contractor and the City shall be between the Contractor and the designee of the City.
- 4.14 Garbage and Refuse Bags The Contractor shall acquire Bags, Bulky Waste stickers and White Goods stickers from a supplier of its choice and market such Bags, Bulky Waste stickers and White Good stickers through local retailers.
- 5.00 Compliance With Laws The Contractor shall conduct its operations under the Contract Documents in compliance with all applicable Federal and State laws, rules and regulations, and City ordinances.
- 5.01 Conflict of Contract Documents The Agreement between the City and the Contractor shall govern the obligations of the Contractor where there exists a conflict between the Agreement and these General Specifications.
- 6.00 Effective Date Service provided under the Agreement shall commence January 1, 2018("Effective Date").
- 7.00 Nondiscrimination The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
- 8.00 Indemnity The Contractor shall indemnify and hold harmless the City, its officers, agents, representatives, and/or employees from and against all claims, damages, losses, costs or expenses, including reasonable attorney fees, which may be asserted against the City or for which the City may be held liable, arising out of, or resulting from, or in the performance or non-performance of the services by the Contractor, its employees, agents, representatives, or subcontractors, under the terms of the Contract Documents.
- 9.00 Insurance
- 9.01 Specific Requirements Not less than sixty (60) days prior to the Effective Date, certificates of all insurance required under the Contract Documents on a form approved by the City Clerk, signed by an authorized representative of the insurance carrier must be provided, stating that all provisions of the specified requirements for insurance required by the Contract Documents are satisfied. The certificates shall be submitted directly to the City Clerk for review and approval. The Contractor shall not commence work until the City has reviewed and approved the insurance certificates and has so notified the Contractor in writing. Any notice to proceed that is issued shall be subject to such approval by the City. The Contractor further agrees to maintain said insurance during the course of the Agreement.
- 9.1.1 Liability Insurance

During the term of the Agreement the Contractor shall provide the following insurance coverages:

A. Commercial General Liability Insurance including Premises - Operations coverage, Completed Operations coverage, Independent Contractor's coverage and Contractual Liability coverage and

coverage for the indemnity covenant required under Section 8.00 above, with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate, including Bodily Injury liability and Property Damage liability.

- B. Workers' Compensation insurance and Employer's Liability insurance as required by law.
- C. Automobile Bodily Injury and Property Damage liability insurance, including coverage for all owned or hired vehicles and Employer's Non-ownership liability coverages. Limits of liability shall be not less than \$2,000,000 Combined Single Limit Bodily Injury and Property Damage liability.
- D. The Contractor shall name the City as an additional insured on all such insurance and shall furnish proof of the same to the City Clerk.
- 9.1.2 Each policy shall be a standard form policy provided for by an insurance carrier approved by the State of Illinois and the City and shall not contain any exclusions that will restrict coverage on any operations performed by the Contractor or any of the subcontractors.
- 9.1.3 All policy or policies shall waive any or all governmental immunity as a defense in any action brought against the insured, the City, the Contractor or any other party to the Contract Documents.
- 9.1.4 The policy shall provide full insurance to cover all of the Contractor's operating exposure including the picking up of the waste and the operation of vehicles.
- 9.1.5 Approval of insurance by the City shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the City does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor's interest or liabilities.
- 9.02 The Contractor is solely responsible for maintaining property insurance on any premises or structures owned or operated by the Contractor. The Contractor may at its option, insure against any other perils.
- 9.03 Notice of Cancellation or Non-Renewal The Contractor shall at all times during the term of the Agreement maintain in full force and effect the insurance coverages enumerated above. The policies shall be subject to following condition and the certificates of insurance shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder and the City of Dixon, Lee County, Illinois."

- 9.04 Deductibles All responsibility for payment of any sums resulting from any deductible provisions, corridor, of self insured retention conditions of the policy or policies shall remain with the Contractor.
- 9.05 Errors and Omissions Each insurance agent providing the insurance required of the Contractor shall have in force during the term of the Agreement Errors and Omissions Coverage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- 10.00 Financial Guarantee

10.01 Form of Guarantee - The Agreement shall not be in effect until the Contractor has provided a cashier's check, irrevocable letter of credit, certified check, performance bond, or other financial guarantee acceptable to the City Attorney in the amount of One Hundred Twenty-five Thousand Dollars (\$125,000). Said financial guarantee ("Financial Guarantee") shall secure the faithful performance of the Agreement by the Contractor. The Agreement is subject to termination by the City at any time said financial guarantee does not remain in force.

If a performance bond is provided, the premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Illinois. Said bond shall contain the obligation specified in Section 9.03 above.

- 10.02 Power of Attorney Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 11.00 Licenses and Taxes The Contractor shall obtain all licenses and permits and promptly pay all licenses required by the City or any other governmental agency.
- 12.00 Transferability of Contract No assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the prior written consent of the City.
- 13.00 Exclusive Contract The Contractor shall have the sole and exclusive franchise, license and privilege to provide Refuse collection, removal and disposal services from Residential Dwelling Units within the corporate limits of the City. Dead animal carcasses, twenty pounds or less, shall be collected and properly disposed of by the Contractor if requested to do so by the City. Notwithstanding anything to the contrary contained in the Agreement or the Contract Documents, the Contractor acknowledges that the owner or occupant of a Dwelling Unit shall be allowed to utilize a commercial container at that Dwelling Unit for the disposal of Rubbish. The use of a commercial container for such purpose shall be governed by and in accordance with the Dixon City Code, as amended from time to time. The Contractor acknowledges and agrees that exclusive franchise set forth herein shall not apply to the disposal of Rubbish in accordance with the Dixon City Code.
- 14.00 Term of Agreement
- 14.01 The term of the Agreement shall commence January 1, 2018, and terminates December 31, 2021.
- 14.02 (1) The City shall have the right and privilege at its election to extend the original term of this Agreement for one additional year upon giving the Contractor written notice of its election to extend not less than 60 days prior to the last day of this Agreement. Said extension shall be upon all the terms, covenants and agreements contained in this Agreement. No additional extension shall be permitted other than by the express written agreement of the parties hereto.
- (2) The monthly collection fee for the option year shall be equal to the monthly collection fee for the last year of the original term adjusted in accordance with the Revised Consumer Price Index Report-U.S. for all Urban Consumers (all items), (herein otherwise referred to as "Consumer Price Index") published monthly by the U.S. Department of Labor. The monthly collection fee for the option period shall be determined by dividing the base compensation for the last year of the term as set forth in Paragraph E,

Section I of the Agreement by the Revised Index Number for the Consumer Price Index for the month of November 2020 and then multiplying that amount by the Index Number for the month of November 2021.

It is the intention of the parties that the monthly collection fee for the extension of this Agreement shall be equivalent to the purchasing power of the monthly collection as of the last year of the Agreement, and to that end it is agreed that (1) if the title of the above Index is changed, the nearest substitute or equivalent index of the Bureau of Labor Statistics shall be used; (2) if the base is changed from 1982-1984 (equals 100) to another period an adjustment shall be computed to arrive at the same index figure as would be used if the base had not been changed; and (3) if the Index of the Bureau of Labor Statistics is discontinued, an appropriate similar cost of living index shall be used adjusted to arrive as nearly as possible to the same result as if the present Bureau of Labor Statistics Index were in continued existence. In such event the Dun & Bradstreet Index shall be used if adaptable but if it is not adopted then the nearest comparable index shall be used.

- 14.03 The City shall have the right to terminate the Agreement in the event of breach thereof by the Contractor, upon written notice to the Contractor if such breach is not cured within five (5) days after receipt of said notice. A continuing breach shall not be deemed to be waived because it is not followed by termination.
- 14.04 The Contractor acknowledges that (i) the City is exploring the advisability of a new billing system whereby the City, and not the Contractor, will be responsible for the billing and collection of the fees charged for services provided hereunder and (ii) it is foreseeable that, during the term of this Agreement, the City shall in fact implement such a system. In the event the City desires to implement a new billing system during the term of this Agreement, the City and the Contractor agree to work together and negotiate in good faith to amend this Agreement and the Contract Documents, including provisions relating to the compensation of the Contractor, for the purpose of implementing such a system. In the event the City and the Contractor are unable to agree upon such amendments, the City shall have the right to terminate this Agreement upon six (6) months written notice to the Contractor.
- 15.00 Basis and Method of Payment.
- 15.01 Contractor to Act as Collector The Contractor shall submit quarterly billing statements to and collect from all Residential Dwelling Units for services provided pursuant to the Contract Documents. The Contractor may pre-bill for a period not to exceed 90 days.
- 15.02 Delinquent and Closed Accounts Upon a resident's failure to make payment within thirty (30) days of its due date the Contractor may discontinue Refuse, Recyclables and Yard Waste collection service at any Residential Dwelling Unit after having given fifteen (15) days prior written notice to the resident. Upon satisfactory payment by the resident, the Contractor shall resume service to said resident on the next regularly scheduled collection day.
- 15.03 Deposits Required Accounts in arrears for a period greater than six (6) months or with a payment history of three (3) consecutive late payments may be required to pay a deposit equal to two (2) months of regular collection services by the Contractor.
- 15.04 Compensation Each resident will compensate the Contractor for collection of Refuse, Recyclable Materials, Yard Waste and Bulk Waste as provided in the Contract Documents.
- 16.00 CONFLICT OF INTEREST The Contractor agrees that no member, officer, or employee of the General Specifications
 City of Dixon, Illinois
 May 1, 2017

City shall have any dire provision shall cause th under this Agreement.	ect or indirect interest in the Agreement to be null an	is Agreement or the production of the production	oceeds thereof. Violation will forfeit any payments	n of this to be made
THIS ENDS THE GE	ENERAL SPECIFICATION	ONS.		
General Specifications City of Dixon, Illinois				

CONTRACTOR'S PROPOSAL

FOR CITY OF DIXON

RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION AND DISPOSAL

TO: The Mayor and Council of the City of Dixon Proposal of an (individual) (a partnership) (a corporation duly organized Proposal of ______ an (individual) (a partnership) (a corporation duly organ under the laws of the State of ______)(a limited liability company duly organized under the laws of the State of The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Residential Solid Waste, Recyclable Materials, and Yard Waste Collection and Disposal for the City of Dixon, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates (expressed in words and figures) hereinafter set forth: * * * * * 1. Base Fee per Residential Dwelling Unit (a) First Year Description Unit W<u>ords</u> Figures Garbage Rate per 60 Gallon Toter Container Bin Recycling Rate Yard Waste Rate Total Cost Per Residential Dwelling Unit Per Month (with 60 Gallon Toter) (b) Second Year Description Unit Words **Figures** Garbage Rate per 60 Gallon Toter Container____ Bin Recycling Rate Yard Waste Rate Total Cost Per Residential Dwelling

Unit Per Month (with 60 Gallon Toter)

May 1, 2017

(c) Th	nird Year		
<u>De</u>	escription Unit	Words	<u>Figures</u>
Ga	rbage Rate per 60 Gallon Toter Container		
Bir	n Recycling Rate		
Ya	ard Waste Rate		
	tal Cost Per Residential Dwelling Init Per Month (with 60 Gallon Toter)		
(d) Fo	ourth Year		
De	escription Unit	Words	<u>Figures</u>
Ga	rbage Rate per 60 Gallon Toter Container		
Bir	n Recycling Rate		
Ya	ard Waste Rate		
	tal Cost Per Residential Dwelling Init Per Month (with 60 Gallon Toter)		
(e) Fi	fth Year		
<u>De</u>	escription Unit	Words	<u>Figures</u>
Ga	rbage Rate per 60 Gallon Toter Container		
Bir	n Recycling Rate		
Ya	ard Waste Rate		
	tal Cost Per Residential Dwelling Init Per Month (with 60 Gallon Toter)		
		* * * *	
2. Unit	Cost per Item (indicate any price change and year	r of change if applicable)	
(a) Co	est per pre-printed plastic bag, 33 gallon, 1.5 mil		
(b) Co	est per pre-printed plastic bag, 33 gallon, 2.0 mil		

* * * * *

May 1, 2017 2

3.	Name and Location of Disposal Sites(s)		
	(a) Garbage and Refuse Site:		
	(b) Yard Waste Compost Site:		
	(c) Recyclable Materials Site:		
	* * * *		
4.	. Large Waste and Bulky Item Cost (indicate any price change and year of change if applicable)		
	(a) Residential Dwelling Unit cost of \$per white good item (most appliances).		
	(b) Residential Dwelling Unit cost of \$per small furniture item (includes but not limited to chairs, small tables).		
	(c) Residential Dwelling Unit cost of \$per large furniture item (includes but not limited to couches, mattresses, beds).		
	(d) Residential Dwelling Unit cost of \$per loose pile (hopper size, 2 cu. yd.)		
	* * * * *		
	* * * * *		
5.	Annual Clean Up Service:		
	Cost per Residential Unit: per month		
	* * * *		
6.	Additional Information or Suggestions from Proponent:		
	Name of Proponent		
	By: Title:		
	Principal Office Address:		

May 1, 2017 3