

Village of Lake Zurich and Village
of Wauconda

Solid Waste Collection Contract with
Prairieland Disposal Inc.

September 1, 2020 – August 31, 2025

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**VILLAGE OF LAKE ZURICH AND VILLAGE OF
WAUCONDA
SEPTEMBER 1, 2020 TO AUGUST 31, 2025
REFUSE REMOVAL CONTRACT WITH
PRAIRIELAND DISPOSAL, INC.**

This Refuse and Recycling Collection Contract (Hereinafter "Contract" or "Agreement") is made this 3rd day of August, 2020 by and between Prairieland Disposal, Inc. ("Contractor") and the Villages of Lake Zurich and Wauconda ("The Villages").

I. Recitals.

WHEREAS, The Villages sought proposals for refuse removal and recycling of waste generated by its residents and by municipal-owned facilities within the Villages and after review, selected the Contractor.

WHEREAS, the Villages and Contractor hereby desire to enter into an exclusive contract for a five (5) year period commencing Sept 1, 2020 and ending Aug 31, 2025 for Curbside collection of refuse, yard waste, and recyclable materials for all single-family, attached single family, and multi-family units, 4 units or less that utilize curbside collection service.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the Villages and Contractor agrees as follows:

II. General Provisions.

1. Definitions. The following words and phrases are defined for this Contract.

- (a) Bulk Items (also sometimes referred to as "Bulk Materials"): Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight.
Examples include sofas, large tables and chairs, dressers, bookcases, box springs, and other large household furniture.
- (b) Breach: Means a breach of this Contract by either the Villages or the Contractor. A breach by one of the Villages shall not constitute a breach by the other, and Contractor shall continue to abide by this Contract as to the Village which is not in breach.
- (c) Customer/Household: all residential households in the Villages, including all single-family, attached single-family and multi-family units
- (d) Contract: shall consist of those terms set forth herein and the terms and provisions of that Request for Proposals issued by the Village of Lake Zurich on February 7, 2020 with a Proposal Opening on May 27, 2020.

(The "RFP") including all addenda issued, the signed proposal, and any other

documents as may be deemed necessary by the Village. The RFP is attached hereto as **Exhibit A**, and the provisions of the RFP are hereby made part of this Contract, as if set forth herein. To the extent that any provision in the RFP is not set forth or has been omitted from this Contract document, or in the event of any inconsistency or conflict between any provision of this Contract and the provisions set forth in the RFP, the provisions of the RFP shall be followed and control. All requirements, terms or conditions of the Contract and RFP shall be met at all times during the term of the Contract by Contractor.

- (e) Curbside: A position immediately behind the curb or edge of the street, off of the pavement area and within the parkway area used for collection of refuse, yard waste, and recycling materials.
- (f) E-Scrap (also known as “E-Waste”): Shall mean “covered electronic devices as defined in the Illinois Consumer Electronic Recycling Act (415 ILCS 151/1-1, et seq.)”
- (g) Food Scraps: Food scraps are also referred to in this Contract as “food waste” or as “food organics”.
- (h) Household Construction and Demolition Debris: Waste materials from “do-it-yourself” interior and exterior Household Construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials, cabinets, carpeting, disassembled household fixtures, small amounts of sand, concrete, rocks, sod, and similar materials.
- (i) Household: All single-family, attached single-family and multi-family units that utilize curbside collection service.
- (j) Household Garbage: All food scraps, unwanted and discarded household or kitchen wastes, from routine domestic housekeeping, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e., cans, metal ware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and furniture, and similar material. Household garbage shall not include waste from any manufacturing process, construction material, broken concrete, lumber, large rocks, and other similar material recyclables and yard waste.
- (k) Refuse: Household Garbage and Bulk Materials. Excludes Household Construction Materials and Debris
- (l) Refuse Container:
 - (i) Garbage Can: A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No can shall exceed fifty (50) pounds in weight when filled.
 - (ii) Garbage Bag: A plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.
 - (iii) Toter: A wheeled plastic container with a tight-fitting top, not to exceed ninety-five (95) gallons in size, requiring a semi-automatic lifting mechanism for collection. All Toters must be approved by and/or supplied by the Contractor. Toters may include customer-supplied

cans marked with an “X.”

- (iv) Bundle: Any material allowed under the definition of Refuse, such as wood, boxes or other loose items, which do not exceed 4' in lengths or 50 lbs.
- (m) Recyclables (also referred to as recyclable materials): Materials that have a useful second life in the economic cycle if they are successfully collected, separated, processed and marketed for return to the economic mainstream. Recyclable materials shall include newspapers, magazines, telephones books, catalogs, junk mail, cardboard, regular paperboard; wet strength paperboard, mixed or miscellaneous paper products, tin, steel, and bi-metal beverage and food cans, aluminum cans and foil, plastics, clear, green and brown glass including bottles and jars, and such other materials as are included per the SWALCO recycle guidelines.
- (n) Uncollectable: Toxic, hazardous, radioactive, and bio-hazardous materials such as but not limited to unused medications, automotive batteries, paint, insecticide, oil, gasoline, antifreeze, tires, or their containers will not be collected. *Materials and items as defined by law and state and federal agencies as toxic or hazardous.*
- (o) White Goods: Items as defined by Section 22.28 of the Illinois Environmental Protection Act, included but not limited to any domestic and/or commercial large appliance which contains CFC or HCFC refrigerants gas, PCB containing capacitors, mercury switches, or other hazardous components. Other examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances. [NOTE: Water softeners are not considered White Goods.]
- (p) Yard Waste (also known as “landscape waste”): Grass and garden clippings, leaves, pruning’s of small diameter green stemmed shrubs, weeds, plant materials, aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines, and trees, and other materials as described at 415 ILCS 5/3.270, and branches or tree trunks not to exceed four (4) feet in length and two (2) inches in diameter individually. Yard waste also includes kitty litter, dog waste, and food scraps.
- (q) Yard Waste (landscape waste) Containers:
 - (i) Kraft Paper Bag: A special biodegradable paper bag, not to exceed thirty three (33) gallons in size, which shall shred and degrade quickly in the composting process.
 - (ii) Toter: A wheeled plastic container with a tight-fitting top, not to exceed ninety-five (95) gallons in size, requiring a semi-automatic lifting mechanism for collection. All Toters must be approved by and/or supplied by the Contractor.
 - (iii) Bundle: Limbs, branches, or other loose items that do not exceed four (4) feet in length and fifty pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the Bundle not to exceed eighteen (18) Inches. Multiple bundles are allowed up to the 15 bag limit per week.

1.2 Rules of Construction

- (a) Grammatical Usage and Construction: In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the contract so requires.

(b) Headings: Headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope of intent of this Agreement.

(c) Calendar Days: Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given or the performance of any obligation under this Agreement falls on Saturday, Sunday, or federal holiday, then the notice or obligations may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

2. Contract Term. The Contract term shall commence on September 1, 2020 and end on August 31, 2025 and include Curbside collection of Refuse, Yard Waste/food waste, and recyclable materials for all single-family, attached single-family and multi-family units that utilize curbside collection service. The Contract shall not include properties serviced by centralized dumpsters, or commercial, industrial, or institutional properties unless specified.

2.1 Contract may be extended for up to an additional five (5) years, but only by a written extension agreement by mutual agreement of the parties.

2.2 No amendment of this Contract shall be valid unless made in writing and approved by majority vote of the Villages’ Board of Trustees.

3. Customer Rates. The rates charged to The Villages Residents by Contractor are as follows: There will be an annual increase.

3.1 On September 1, 2021 and on each twelve-month anniversary date thereafter (the “Adjustment Date”), the charges for refuse, recycling, yard waste and leaf vacuuming (Unlimited and unlimited service and leaf vacuum) and as set forth on Schedule A below shall increase by 3.5%.

3.2 Schedule A

A. RESIDENTIAL REFUSE COLLECTION PROGRAM

1) LIMITED SERVICE
Street-side collection

\$ 19.83 plus Village fees
household per month
For Small Wheeled Cart (35 gallon)

\$19.83 plus Village fees Per
household per month
For Medium Wheeled Cart (65 gallon)

\$3.10
Per sticker cost

- 2) UNLIMITED SERVICE \$ 20.83 plus Village fees
 Street-side collection Per household per month
For Large Wheeled Cart (95 gallon)

The rates above include the cart. Senior Citizen rates for Customers 65 years of age and older shall be reduced by 10% from the above quoted rates.

- 2) COST OF PRIVATE SERVICES \$ 15.00
Per cubic yard

- 3) WHITE GOODS COLLECTION For \$ 10.00 _____ Per
 collecting white goods at the White Good
 Customer's curb

- 4) CART SIZE CHANGE FEE \$ 25.00
One free change allowed once a year

B. RECYCLABLE MATERIALS COLLECTION PROGRAM

- 1) UNLIMITED SERVICE \$ Included
Per household per month

The rate above includes the cart, either 65 or 95 gallons. Senior Citizen rate for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate.

C. LANDSCAPE WASTE/FOOD SCRAP COLLECTION PROGRAM

1) UNLIMITED SERVICE

The flat rate over the period from April 1 to mid-December for unlimited collection of landscape waste / food scraps.

\$ Included Additional charge, if any, to allow food scraps to be commingled with landscape waste

D. MONTHLY RATE TO LEASE ADDITIONAL CARTS

Medium Wheeled Cart, 65 Gallon 5.00

\$

Large Wheeled Cart, 95 Gallon \$ 5.00

E. EMERGENCY SERVICES

1) Rate for Equipment and Personnel if requested by the Villages

\$ 45.00

\$ 105.00

Per hour per worker

Per hour per vehicle

\$ 10.00

Per cubic yard

F. BASIS FOR DETERMINING PRICES UNDER THE CONTRACT

It is expressly understood and agreed that:

Adjustment of Compensation: Beginning **September 1, 2021** and on September 1 thereafter during the term of the Agreement, the amount payable to the CONTRACTOR for services shall be adjusted by the following:

3.5% flat each year

4. Franchise Fee: The Contract shall provide the Village of Lake Zurich with an annual franchise fee of \$9,000 and the Village of Wauconda with an annual franchise fee of \$7,000. Payments shall be due by August 31 of each year for the length of the contract, fee to remain the same for the duration of Contract.
5. Performance Bond: The Contractor shall furnish a performance bond for the faithful performance of this Contract, in a form acceptable to the Villages, to be executed by a responsible surety company and to be in the penal sum of Two Hundred Fifty Thousand Dollars (\$250,000). Such performance bond shall be furnished annually by the Contractor for the following year of this Contract and shall indemnify the Villages against any loss resulting from any failure of performance by the Contractor. Either of the Villages can draw on this bond for any breach or failure by the Contractor to perform its obligations hereunder, including those set forth in Par. 25 hereof.
6. Billing and Payment. The Contractor shall bill the resident directly for all services and be responsible for collection on all accounts. The Contractor is responsible for any losses due to failure of residents to pay for services. Bills sent by the Contractor to the residents shall be accurate, clear, and itemized for each charge imposed on the resident. Bills shall be based on monthly rates but shall be issued to customers at least every three months. The Villages will have no responsibility for billing or collection of any charges from Residents/Households.

Residents will be given thirty (30) days to pay their invoice. At thirty one (31) days a late fee will be applied, after forty-five (45) days accounts will be placed on suspended service and a finance charge will be assessed. Finance charge is 5%, but shall be no greater than authorized by law. Additional finance charges will occur every month until the invoice is paid in full.

It is the customer's responsibility to stop or transfer service. If resident plans to move they will need to call 45 days in advance to receive a refund for unused portion. Refunds are in full months only. Residents are not able to opt out of service.

7. Final Disposal. Processing of the collected Refuse, Recyclable, and Yard Waste materials will be the responsibility of the Contractor, subject to the following conditions.
 - (a) Residential Waste:
 - (i) Residential waste shall be removed from the Villages at the close of each day of collection and shall be disposed of at one or more SWALCO-designated lawfully operated pollution control facilities at the Contractor's sole cost and expense. The SWALCO-designated facilities in operation at the time of execution for this contract are the Countryside Landfill in Grayslake, the Advanced Disposal/Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County, Illinois, and Lee County Landfill in Lee County, IL, and the Newton County Landfill in Newton County, Indiana.

(ii) Notwithstanding the foregoing the Villages reserves the right to direct the location of disposal to another pollution control facility. The Villages shall not require the Contractor to use any other facility without negotiating an agreeable adjustment to the Contractor's compensation under this Agreement.

(b) Landscape Waste:

- (i) All Landscape Waste shall be disposed of in a lawful manner, either: (A) at Illinois Environmental Protection Agency (IEPA permitted landscape waste composting facilities), at which Landscape Waste is treated, composted, ground, or land-applied; or (B) via land application at legal agronomic rates.
- (ii) No Landscape Waste may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.) and approved in advance and in writing by the Villages.

(c) Recyclable Materials:

- (i) All Recyclable Materials shall be collected, separated and otherwise treated so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.
- (ii) The Contractor shall deliver all collected Recyclable Materials to the SWALCO- designated recycling facility (the "Designated Facility"), which is currently the Waste Management/Recycle America, LLC Intermediate Processing Facility located in Grayslake, Illinois.
- (iii) No Recyclable Materials may be deposited in a landfill or waste incinerator. The Contractor shall abide by the Rules and Regulations set forth by the Designated Facility. The Villages may terminate this Agreement if the Contractor fails to abide by the Rules and Regulations set forth by the Designated Facility used for the processing of collected Recyclable Materials.

(d) Transfer Station Transportation Adjustment:

In the event that a transfer station opens within the Village limits during the term of this agreement, Contractor agrees to review its costs associated with the transportation and disposal of refuse and recyclables (if applicable) and negotiate in good faith a rate adjustment in the event there is a cost reduction in its transportation costs.

In the event that the Villages directs the disposal of any Residential Waste, Landscape Waste or Recyclable Materials to any alternate facility pursuant to this Section, the Villages and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement as a result of an increase or decrease in realized costs.

(e) Solid Waste Collection Data:

The Contractor shall provide to the Villages, on a quarterly basis, a report on the quantity of: (i) Residential Waste collected within the Villages, (ii) Recyclable Materials collected within the

Villages, and (iii) Landscape Waste collected within the Villages. The Contractor shall also provide data to the Villages on the amount of materials collected for other special collections conducted in the Villages pursuant to this Agreement, as requested by the Villages. The Contractor shall prepare and deliver to the Villages, at least once every year, a breakdown, by number and type, of the residential service levels chosen by the customers in the Villages. The Contractor acknowledges and agrees that the Villages will provide program data and other public information to each Customer upon request.

8. Quality of Performance and Complaints.

- (a) The Contractor will maintain a business practice to accept customer calls and complaints whereby, at a minimum, during regular business hours, Contractor responds within 24 hours to all customer calls and complaints. Contractor's staff shall be knowledgeable and courteous in answering customer information requests and resolving resident complaints regarding the collection service. The Contractor shall meet with the Villages as often as needed to review customer complaints and resolutions. The Contractor shall, at each service address, neatly return the containers where they were found. The Contractor shall repair or replace at their expense containers damaged as a result of their handling thereof, reasonable wear and tear accepted. Contractor agrees to reduce all customer complaints to writing and share copies of all complaints with the Village's within 5 days of receipt. Contractor agrees to develop a standardized complain process and form, subject to the review and approval of the Villages, if requested by the Villages at any time during this Contract term.
- (b) The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and competent manner, without supervision by the Villages, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.
- (c) The Contractor shall be liable to the Villages for damage to any rights-of-way caused in connection with the provision of the services provided herein, ordinary wear and tear accepted.
- (d) The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and employees while on duty or in the course of performing their duties under this Contract.
- (e) The Villages shall have the right to request reassignment of any driver in the event misconduct by or complaints about the driver comes to the attention of the Villages.

9. Employment. During the performance of this Contract and/or supplying of materials, equipment and supplies, the Contractor must be in full compliance with all laws of the State of Illinois relating to employment, including equal employment opportunity requirements.

10. Contractor Vehicles. All of the Contractor's collection equipment must be maintained and operated in compliance with all federal, state and local statutes, ordinances and regulations to assure the safety of the collection crew and The Villages residents. All collection equipment shall be covered and secured to prevent material blowing, leaking or falling out during transit. All collection equipment shall be clearly identified by affixing the Contractor's name and telephone number permanently and conspicuously to both sides of the equipment. Contractor shall at all times maintain an adequate fleet of vehicles to perform its obligations hereunder.

11. Missed Collections. The Contractor has established and publicized a procedure for receiving and

responding to resident complaints of missed collections. Complaints of missed collections received by the Contractor or the Villages on the day following the scheduled day for collection shall be remedied by collecting the materials by 6:00 pm on the following day. A representative of the Contractor shall contact a designated representative of the Villages to resolve any issues. In the event of a temporary street blockage or limitations on access to any curbside area(s) occurs, Contractor shall act in good faith to continue collections by rerouting its vehicles or working with affected residents to otherwise provide for alternate means of collections.

12. Point of Collection. Collection shall be made at the curbside.
13. Insurance. The Contractor hereby certifies that it has all insurance coverages required by law and that it has at least the following insurance coverages in force during the term of the Contract:

Type of Insurance	Each Occurrence	Aggregate
General Liability		
Bodily Injury	\$5,000,000	\$5,000,000
Property Damage	\$5,000,000	\$5,000,000
Contractual Insurance – Broad Form	\$5,000,000	\$5,000,000
Automobile Liability		
Bodily Injury	\$5,000,000	\$5,000,000
Property Damage	\$5,000,000	\$5,000,000
Umbrella or Excess Liability Coverage		\$5,000,000

Worker’s Compensation & Occupational Diseases: Minimum statutory requirements in compliance with applicable State of Illinois law.

Each insurance policy issued for this coverage, and a certificate of insurance shall be issued to the Villages at least annually as proof of such required coverages and additional insured, and shall name the Villages, its elected and appointed officials, officers, employees, and agents as additional insureds for the term of this Contract. Said policies shall provide that they not be cancelled unless (a) the Villages agrees, in writing, to the cancellation of said insurance policy and (b) a substitute insurance policy is obtained by the Contractor which is satisfactory to the Villages. Nothing contained in the insurance requirement shall be construed as limiting the extent of the Contractor's responsibilities for payment of damages resulting from its operations under this Contract. Upon execution of this Agreement and thereafter upon written request by the Villages, Contractor shall provide to the Villages a copy of the insurance declaration sheet evidencing compliance with this provision of the Agreement.

14. Licenses and Permits. The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Contract.

15. Compliance with Laws. The Contractor shall comply at all times with all applicable federal, State and municipal laws, ordinances and regulations at any time applicable to the Contractor's operations under this Agreement, without any increase due the Contractor's compensation as set forth in this Agreement as a result of such compliance. Specifically, but without limitation of the foregoing, the Contractor shall comply with any amended The Villages ordinances or regulations imposed in the discretion of the Villages to protect the public health, safety, and welfare.

16. Indemnification. The Contractor hereby indemnifies and holds harmless the Villages, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense the Villages may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of Contractor under this Contract, including operations of subcontractors of the Contractor. Upon the written demand by the Villages the Contractor shall, at his/her own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgments shall be rendered against the The Villages in any such action, the Contractor shall, at his own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any insurance coverage required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility of the Contractor to indemnify, keep and hold harmless, and defend the Villages as herein provided.

Nothing in the above paragraph shall be considered to preclude the Villages from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to The Villages property.

The Contractor shall do nothing to prejudice the Villages' right to recover against third parties for any loss, destruction of, or damage to the Villages' property and upon the request of the Villages, at the Villages' expense, furnish to the Villages all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Villages in obtaining recovery).

17. Default. Upon default of Contractor's obligations under this Contract the Villages shall have the right to solicit another contractor to complete the obligations of Contractor. The Contractor shall be obligated to pay to the Villages all costs incurred to such other contractor and for any other costs and fees incurred by reason of the failure of the Contractor to perform hereunder, including reasonable attorneys' fees. If Contractor default continues for 20 days following written notice of default from the Villages, the Villages, at its option, may terminate this Contract; exercise any of its legal rights including drawing upon the Contractor's letter of credit issued hereunder and pursue all such remedies as may be available to the Villages. Contractors' performance of its obligations hereunder shall not be excused by events or occurrences of nature commonly known as "force majeure" or acts of God or strikes beyond the Contractor's control.

18. Non-Assignability. The Contractor shall not assign this Contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Villages.

19. Fees to Prevailing Party. The parties agree that the venue of any action to enforce or interpret this Agreement shall be in the circuit court of the county in which the Village Halls of the Villages of

Lake County Municipalities, Illinois, is located. The prevailing party to any litigation shall be entitled to recover from the non-prevailing party, its reasonable attorney fees and costs incurred therein.

20. Penalties and Fines. The Contractor shall be solely liable for all fines and penalties imposed by the Villages or any other governmental agency resulting from the Contractor's faulty performance or failure to perform its duties and obligations under this Contract.
21. Execution of Contract. Notification in writing by the Villages to the successful company of award of contract shall be deemed a final contract award. The proposal submittal form, as submitted and signed by the company, shall constitute a final agreement and the proposal specifications contained herein shall become part of the agreement. Any additional work to be performed, as mutually agreed upon by the Villages and the company, shall become a part of that agreement. Unless it is specifically stated otherwise on the proposal, the proposal will be awarded to, or placed with, and payment made to the person or company that signs the proposal.
22. Breach of Contract by Contractor: Each of the following shall constitute a Breach on the part of the Contractor:
 - a) Failure of the Contractor to perform in a timely fashion any obligation under this Agreement shall constitute a Breach only if such failure remains uncured for seven (7) days after receipt of notice to the Contractor from the Villages of such failure; or
 - b) Any of the following: (1) The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, (2) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (3) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days, (4) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or (5) the levy of any distress, execution or attachment upon the property of the contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.
23. Events of Default and Remedies of Village: If a Breach occurs under this Agreement and Contractor fails to cure such Breach within seven (7) days after written notice from either Village, the Villages may declare an Event of Default and may thereafter exercise any one or more of the following remedies:

As an option, either or both Villages may call upon the sureties to perform the obligations of this Contract for such period as Contractor may fail to perform said obligations until Contractor is again able to assume such obligations in the event Contractor indicates the ability and willingness to do so.

As another option, either or both Villages may terminate this Agreement immediately, upon notice to the Contractor. Upon such termination, the Contractor shall cease providing all services under this Agreement.

Either or both Villages may seek and recover from the Contractor any unpaid amounts due either Village along with all of its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement, and all damages, whether based upon contract, work stoppage, strike, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement resulting from the Breach.

Either or both Villages may (A) call upon the sureties to perform their obligations of this Contract under the performance bond, or (B) in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new agreement for the required services, or any portion thereof.

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

Upon any such termination of this Agreement, the Contractor shall, for a period to be determined by either or both Villages in its sole and absolute discretion, but not longer than 120 days, continue to perform the contractual services during which period the Customers shall pay the Contractor its scheduled compensation; provided, however, that the period of Contractor's continued service shall be set forth in the Village's notice of termination to the Contractor.

III. Refuse Collection Specifications.

1. Collections Standards. The Contractor will provide Curbside collection of Refuse, Yard Waste, and Recyclable Materials for all single-family, attached single-family and multi-family units that utilize Curbside collection service. The contract shall not include properties serviced by centralized dumpsters or commercial, industrial, or institutional properties unless specified.

The Contractor shall provide collection equipment that will not disfigure or damage The Villages streets, and operators that will operate vehicles in a manner that will not damage streets, sidewalks, overhead trees, etc. The Villages shall require the Contractor to repair, at the Contractors expense, all damage to The Villages property that is caused by spills, skidding vehicles, driving on sidewalks or parkways, equipment malfunction, or operator negligence. Contractor shall pay any The Villages invoice for repair within thirty (30) days.

The Contractor shall pick up and clean all materials blown, littered within a reasonable distance, not greater than five (5) feet, of the toter or bags, or, any materials broken or strewn in an fashion as a result of handling by collection. Each vehicle shall be equipped with at least one broom and one shovel for use in cleaning up material. In the event an area or areas would require the use of a street sweeper because of spillage or any other reason, the Contractor shall promptly dispatch all necessary equipment, at the Contractor's expense.

The Contractor shall be responsible for collecting all Refuse items normally collected in the event of flooding or other man-made or natural disasters, regardless of the amount of material generated. Additional equipment may be required of Contractor to handle the collection. Pricing of disaster collection shall be agreed upon by the Contractor and the Villages. The Villages in such cases may waive regular collection times, and the Contractor may have to supply additional equipment to handle the amount of Refuse.

2. Refuse Disposal. Processing of the collected Refuse, Recyclable, and Yard Waste materials will be the responsibility of the Contractor.
3. Improperly Prepared Materials. When the Contractor encounters improperly prepared Refuse, the following procedure shall be followed:
 - (a) On the first occurrence, the Contractor shall pick up all Refuse, Recyclable or Yard Waste material and process it properly, as well as White Goods and/or Bulk Materials. The Contractor shall complete a tag approved by the Villages noting the problem and leave it with the resident. The address and date shall be documented. Each tag or label shall provide a brief explanation as to why the material will not be collected in the future. Contractor shall keep copies of all such notices.
 - (b) Upon the second and same ensuing occurrence by the same resident, the Contractor shall leave the improperly prepared material, collect any properly prepared material, complete a notice and leave it with the resident. The Contractor shall leave items only when the second offense is regarding the same occurrence and displays the same circumstances as the first offense of improperly prepared materials.
4. Special Collections. The Contractor shall offer a special Curbside collection service for large quantities of Refuse including, but not limited to: Bulk Items, Household Construction and Demolition Debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangements with the Contractor at the residents' request.

The collection costs for such services shall be based upon cubic yards of Refuse as specified on the enclosed price quotation sheet. The Contractor shall also specify the minimum cubic yardage of Refuse necessary for the collection to be considered a special collection. Items, which are less in total than the minimum requirements, shall be considered Bulk Materials for collection and disposal purposes. The resident shall make payment for any special collection directly to the Contractor, and collection of such fees shall be the sole responsibility of the Contractor.

The Contractor shall advise the resident directly of the terms of such collection; i.e. what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and the like. The Contractor shall also, at the request of the Villages, collect quantities of Refuse, debris, or Yard Waste left at the curb in unusual circumstances, i.e. evictions or "skip-outs", and shall bill the property owner for such costs.

The Contractor shall also offer dumpster rental and pick-up service for residents with Household remodeling and repair projects that generate large quantities of construction and Demolition Debris which cannot be easily picked up at the Curbside. The terms of, as well as charges and payment for, this service shall be arranged solely between the Contractor and the resident.

Dumpsters or other special collection containers may not be placed on a public street or right-of way without written permission by the Department of Public Works.

5. White Goods. The Contractor shall have a plan for the separate collection and proper recycling/disposal of White Goods collected in compliance with all State and Federal legislation. The cost of collection and disposal of White Goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be at the rate specified herein.

The resident shall make payment for any special collection directly to the Contractor, and collection

of such fees shall be the sole responsibility of the Contractor.

The Contractor shall advise the resident directly of the terms of such collection; i.e. what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and the like.

6. 95 Gallon Toter. The Contractor shall make available to residents participating in the Curbside collection service use of a 95-gallon Toter. The Contractor shall provide the toters and any other related equipment necessary for collection to the resident. Residents shall pay the monthly cost for Refuse collection per the flat monthly fee set forth on Schedule A in hereof. In addition to the Toter, residents may put an unlimited amount of Refuse and/or Yard Waste (up to a maximum limit per week of 15 bags or bundles) at the curbside.
7. Quarterly Data Collection Report. The Contractor shall prepare and submit to the Villages a quarterly Refuse, recycling, and Yard Waste report, due by the 20th day of each January, April, July and October during the Contract period. The report shall include, but not be limited to the following information:
 - a) Total weight in tons and total volume in compacted yards of refuse, recyclables and yard waste collected each month.
 - b) Name and location of the compost facility used by Contractor.
 - c) Number and percentage of curbside collection customers setting out materials on a weekly basis. The Contractor shall also provide participation on a monthly basis.

All reports, data, and information, once supplied to the Villages, will become the property of the Villages to be used as it will solely determine without obligation to any person, firm, or corporation, except as provided by law. The Villages reserves the right to audit the financial and administrative records of the Contractor as they pertain to the Refuse, recycling, and Yard Waste services in the Villages.

IV. Yard Waste, Leaf Vacuuming and Recycling Collection Specifications.

1. Program Design. Yard Waste collection service shall be offered from April 1st through the 2nd full week of December during the term of the contract.

2. Collection Standards. In order for an approved container to be collected, each container must be properly marked yard waste. There shall be a 15 bag limit per week.

The Contractor is required to provide a tagging system for any Yard Waste 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, unacceptable yard waste and the like. Contractor shall keep copies of all such notices.

3. Yard Waste Toter. The Contractor shall make available to residents participating in the curbside collection service, as an optional service, use of a 95-gallon toter. This shall be the same toter used for refuse but shall have a Yard Waste “sticker” affixed by the resident when used for Yard Waste collection. The Contractor shall provide the toters necessary for collection to the resident. Residents who request a yard waste toter must do so during the month of September to avoid a delivery fee.
4. Leaf Vacuuming. The Villages-wide leaf vacuuming for all residential properties will occur for a total of eight (8)

weeks every fall. Dates for leaf vacuuming shall be mutually agreed upon between Contractor and The Villages. Loose leaves should be raked not more than 2ft from street/curb and at least 3ft from obstructions by property owner or such leaves will not be collected.

V. Recycling Collection Specifications.

1. Collection Standards. The recycling collection service shall use each household's choice of a 95 gallon recycling toter supplied and maintained by the Contractor. The Contractor shall leave the containers used at the point of collection. The Contractor shall be responsible for any damage caused to such containers by the Contractor, except from weather or normal wear and tear. Residents may not use their own containers. The cost of the curbside recycling program shall be built into the flat rate for refuse collection with no additional charge to either the Villages or resident for curbside recycling service.
2. Ownership and Proceeds. All recyclable materials placed for collection shall be owned by and be the responsibility of the resident until the materials are collected by the Contractor. Once collected, the material then becomes the property and responsibility of the Contractor. The Contractor is responsible for transporting, processing, and marketing the collected recyclable materials. Any non-recyclable material collected shall be disposed of by and at the expense of the Contractor in accordance with federal, state, and local laws, rules, and regulations.

All proceeds from the sale of Recyclable Materials shall be retained by the Contractor. The Contractor agrees to provide a quarterly accounting statement, broken out into Lake Zurich and Wauconda, detailing the weight of Recyclable Materials collected. Contractor acknowledges that Lake Zurich and Wauconda are active members of the Solid Waste Agency of Lake County, which has in effect a rebate program whereby the Solid Waste Agency of Lake County receives certain funds from the recycling facility, and distributes a portion of these funds to its members, including the Villages of Lake Zurich and Wauconda, and Contractor waives any claim to any portion of the funds collected by the Solid Waste Agency of Lake County through this program.

3. Additional and Exceptions Recyclable Items. The Villages reserves the right to require additional recyclable items to be collected should the Contractor provide this service for any other municipal customer within Lake County. As per recycling centers / State of Illinois guidelines.

VI. Notices.

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following the deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party, but no notice of a change of address or addressee shall be effective until actually received.

Any notifications relating to the terms of this contract shall utilize the following addresses:

Prairieland Disposal Inc.
21N988 Pepper Road

Village of Lake Zurich
70 East Main Street

Lake Barrington, IL 60010

Lake Zurich, IL 60047

VII. Miscellaneous Provisions:

1. Severability: The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement shall be in any way affected thereby. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in any other situation.
2. Entire Agreement: This Contract sets forth the entire agreement of the Villages and the Contractor with respect to the provisions of residential and municipal refuse services and compensation therefor, and there are no other understandings or agreements, oral or written, between the Villages and the Contractor with respect to the residential and municipal refuse services and the compensation therefor, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

PrairieLand Disposal Inc.

Village of Lake Zurich

By: _____

By: _____

Title: _____

Title: _____

Village of Wauconda

By: _____

Title: _____

