



CITY OF WASHINGTON, ILLINOIS

City Council Agenda Communication

Meeting Date: March 02, 2020

Prepared By: Ray Forsythe, City Administrator

Agenda Item: Contract Consideration Residential Solid Waste and Recycling

Explanation: The City Council has provided feedback on the proposed Residential Solid Waste and Recycling services agreement with PDC. Based on this feedback the All Cart Program would have a consensus of the City Council.

Representatives of PDC will be in attendance of the City Council Meeting and will be able to answer any questions the Council may have on the program and implementation.

Below is a summary of the program and the attached contract sets out the terms of the agreement and a 7-year schedule of fees.

- **All cart program - Citywide 95g & 65g trash and recycling carts – each resident would be issued up to two (2) carts.**
 - Residents opting in to the recycling program would choose either a 95g or 65g cart issued by PDC. All recycling volume would need to be in the cart serviced every other week by an automated vehicle.
 - Residents would choose between a 95g or 65g waste cart issued by PDC. Additional waste volume in approved containers/bags would be collected weekly.
 - An additional cart could be rented for \$2.50 month
 - **Cost: \$15.25 month for year 1 with a 7-year contract and a 2.75% increase annually.**
- **PDC has proposed issuing black and orange carts with a CITY OF WASHINGTON logo embossed on the side. *Please see cart design photo.***

Washington Garbage and Recycling Carts

In the spirit of community, PDC is asking the City to consider a black and orange custom cart program. Black and orange carts will be a marketing tool to generate excitement and enthusiasm for a new solid waste program. PDC makes this offer in exchange for a 7-year base contract.

The black carts and orange-lidded carts will feature a City of Washington embossed city logo.

The black and orange carts deviate significantly from the standard brown and orange color scheme PDC deploys in its branding efforts. In exchange for this significant up-front capital cost, PDC would request language in the contract allowing for three (3) automatic one-year renewal periods, in addition to the 7-year base.



Garbage Cart



Recycling Cart

Date Prepared: 02/20/2020

Weekly yard waste service would be provided only with a subscription program billed at \$10/month over twelve months and require an annual subscription. (Total cost for seasonal yard waste service is \$120 annually). Weekly yard waste collection would be Friday throughout the City seasonally from April through November. A Yard Waste cart would be provided to the household by PDC upon request. As part of the subscription yard waste program, PDC would also collect bundled material and material in biodegradable bags. Households would not be required to use the Yard Waste stickers. Enhanced Services including Walk-Up Service, Additional Cart Rental, Landscape Waste Subscription Program and bulky item pick up will be provided to residents who choose them. The fee schedule is included in the attached agreement.

Fiscal Impact: N/A

Recommendation/

Committee Discussion Summary: The City Administrator recommends approval of the All Cart Program

Action Requested: Approval of the All Cart program and contract

Additional Documentation: PDC Contract

ORDINANCE NO. _____

Synopsis: The following ordinance would enter into a residential solid waste collection contract with PDC Services, Inc. The 7-year contract identifies the services to be provided to the residents and the rates for basic and additional services.

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE
CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, TO EXECUTE A
RESIDENTIAL SOLID WASTE CONTRACT WITH PDC SERVICES, INC., AN ILLINOIS
CORPORATION FOR THE PERIOD
APRIL 1, 2020 THROUGH MARCH 31, 2027**

WHEREAS, the City of Washington, Illinois, is authorized, pursuant to §11-19-5 of the Illinois Municipal Code (65 ILCS 5/1-1 et seq.) to provide for the exclusive method for the disposition of garbage, refuse, and ashes to be allowed within the City of Washington, notwithstanding the fact that competition may be displaced or that the same may have an anti-competitive effect; and

WHEREAS, the current single-residential waste hauler contract with Waste Management of Illinois, Inc., will expire on March 31, 2020; and

WHEREAS, it continues to be in the best interest of the City and its residents to designate a single-residential waste hauler to provide curb-side waste pickup and curb-side recycling; and

WHEREAS, after completion of a request for proposals and negotiations, the City has determined that it is in the residents' best interest to enter into such an agreement with PDC Services, INC.

NOW, THEREFORE, be it ordained by the City Council of the City of Washington, Tazewell County, Illinois, an Illinois home-rule municipality, as follows:

Section 1. That the City hereby exercises its authority, pursuant to §11-19-5 of the Municipal Code and its home-rule powers, to name an exclusive method for the disposition of residential garbage, refuse, and ashes to be allowed within the City. The term "Residential" includes all single-family residences, duplexes, and three- and four- unit apartment buildings, but excludes apartment buildings containing more than four units.

Section 2. That the Mayor and City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute a contract with PDC Services, Inc., in substantially the form of the document attached hereto marked "Exhibit A," entitled Articles of Agreement, which is by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 4. That all ordinance or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this _____ day of _____ 2020.

AYES _____

NAYS _____

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2020, by and between the City of Washington, County of Tazewell, Illinois, a Municipal Corporation hereinafter referred to as the City and PDC Services, Inc., an Illinois corporation, hereinafter designated as the Contractor.

1. TERM OF AGREEMENT

This Agreement shall have an initial term of seven (7) years beginning on April 1, 2020, and ending at midnight on March 31, 2027 ("Term"). The Term shall automatically renew for three (3) successive one (1) year periods unless either party gives written notice of termination to the other not more than 180 days, but not less than 90 days prior to the termination of the then-existing Term. Notice of termination received at any other time will be considered ineffective and this Agreement will be considered automatically renewed upon completion of the then-existing Term.

2. DEFINITIONS

As used herein the following terms shall be defined as follows:

- A. Additional Services: Customer-elected collection of residential solid waste from the premises of any account or dwelling unit serviced hereunder, which is beyond the level of Basic Service, and for which a separate fee, in addition to the Basic Service fee may be charged the customer.

Additional Services are described in Section 4.B.

- B. Annual Take Pride in Washington Day: This is a citywide clean-up. The Contractor shall provide a roll-off dumpster at a mutually agreed upon location and date.

- C. Approved Containers: Approved containers shall include:

1. Garbage and Household Trash.

- A. Can – Plastic or galvanized metal can of a type commonly sold as a garbage can of capacity not to exceed thirty-three (33) gallons, and each such can shall have two handles upon sides or bail by which it may be lifted and shall have tight fitting top.
- B. Plastic Bags – Commercial Plastic Bags sold as trash or garbage bags including biodegradable Plastic Bag as defined by State of Illinois statutes.

- C. Weight – No Can, Bag, or Bundle, except those items defined as bulky waste, shall exceed fifty (50) pounds in weight. This limitation shall not apply to Cans.
- D. Carts – Sixty-five (65) and ninety-five (95) gallon wheeled carts which have been provided by or leased from Contractor.

2. Landscape Waste

- A. Bundles - Any material such as limbs or branches, which cannot be properly placed in Containers for collection must be tied securely in Bundles not to exceed four (4) feet in length and/or fifty (50) pounds in weight.
- B. Paper Yardwaste Bag - 2 ply, 50 lb. wet strength, self-opening, flat bottoms, 30-gallon capacity.
- C. Carts – Ninety-five (95) gallon wheeled carts with a green lid which have been provided by or leased from Contractor for use as a landscape waste container.

3. Recycling

- A. Carts - Sixty-five (65) gallon and ninety-five (95) gallon wheeled carts which have been provided by or leased from Contractor for use as a recycling container.
- D. Banned Waste. Any and all waste for which disposal by means of a landfill is now or hereafter prohibited by local, State, or federal law, rule, or regulation.
- E. Base Price: The monthly fee(s) charged to the customer by the Contractor for the provision of Basic Services as set forth in Section 4.F.
- F. Basic Services: The services set forth in Section 4.A.
- G. Bulky Items: Any item otherwise defined as household trash, but whose weight is greater than fifty (50) pounds, or whose size, or shape is such that it cannot be readily lifted by one adult.
- H. City-Sponsored Festivals: The City currently receives waste containers and collection for the annual Autumn Festival and Good Neighbor Days.
- I. Demolition Wastes: Lumber pipes, brick, masonry and other construction materials from razed buildings and other structures.

- J. Dwelling Unit: A living space designed to accommodate a single family or household.
- K. Garbage: Waste resulting from the handling, preparation, cooking, serving, and consumption of food.
- L. Holidays: Holidays to be observed by the Contractor shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- M. Household Trash: Any and all accumulations of the material(s) from the operation of a home, which is not included in the definition of Garbage. Household Trash shall include furniture, building materials, or other items which do not exceed fifty (50) pounds in weight, and household appliances not now or in the future prohibited from being deposited in a landfill.
- N. Landscape Waste (Yardwaste): Any and all accumulations of grass, leaves, branches, shrubs, vines, tree limbs, and other similar items generated by the maintenance of lawns, shrubs, gardens and trees.
- O. Recyclable Materials: Aluminum cans, tin/steel/bi-metal cans, newspaper, magazines, catalogs, junk mail, phone books, corrugated cardboard, HDPE #1 and #2 plastic containers, and any other items the City and Contractor agree to recycle in the future.
- P. Residential Solid Waste: All items defined as garbage, household trash, landscape waste, and recyclable materials.
- Q. Residential Units: Any dwelling unit located within a structure containing four or fewer dwelling units and located within the corporate limits of the City.
- R. Special Wastes: Hazardous solids and liquids, explosives, pathological wastes, radioactive materials, and any other materials that may be considered special wastes by the IEPA or other regulatory agencies.
- S. Spring Clean-up Day: A once per year collection where residents can place at the curb an unlimited amount of refuse.
- T. White Goods: Shall be as defined as white goods in the Illinois Environmental Protection Act, 415 ILCS 5/1, et. seq., as amended, or in rules promulgated thereunder.

3. RETENTION AS CONTRACTOR

The City, for an annual fee of Two Thousand Dollars (\$2,000), grants the Contractor the franchise to collect and dispose of all garbage, household trash, recyclable materials and landscape waste from residential units, and Contractor agrees to provide such services in accordance with the terms of this Agreement. Said annual fee shall be payable by Contractor upon execution of the Agreement and on or before May 1st of each subsequent year during the term of the Agreement.

4. CONTRACTOR'S GENERAL OBLIGATION

A. Basic Services:

Contractor agrees for the term hereof to provide Basic Service to all Residential Units, hereinafter also referred to as "Accounts", located within the corporate limits of the City of Washington, and to such additional Accounts, which may hereinafter be cancelled, erected or become operative within the corporate limits of the City of Washington.

Basic Services shall include the following:

1. Once weekly collection, transportation, and disposal of garbage and household trash from all Accounts at the curb only on designated days determined by Contractor. Contractor shall provide collection day information to the residents prior to the start of service. Weekly trash set out would be unlimited as long as it was in Approved Containers. If a Residential Unit wants an additional cart, an additional cart may be obtained from Contractor for a charge of \$2.50 per month payable quarterly in advance by the Account.
2. Every other week collection, transportation, and processing of residential recyclable materials from all Residential Units who opt into the program by signing up with Contractor. Collection will be at the curb only on the same day as trash pick-up. Each Residential Unit shall be limited to the pick-up of one (1) Approved Container, except for the two (2) weeks following Christmas. If a Residential Unit requires more service than one (1) Approved Container, an additional Approved Container may be obtained from Contractor for a charge of \$2.50 per month payable quarterly in advance by the Account.
3. Spring Clean-up Day.
4. Annual Take Pride in Washington Day.
5. City-Sponsored Festivals.

6. The Contractor shall provide appropriately sized dumpsters and collect and dispose of garbage, trash, and recyclables properly placed for collection at all of the following facilities and at the frequencies shown below and at no cost to the City:

Washington Square:	Garbage and trash collection only (all containers on the Square and on the Green): Monday, Wednesday and Friday: May 1 through September 30; Monday and Friday: October 1 through April 30
Police Station 115 W. Jefferson	Twice weekly garbage and trash collection; once weekly recyclable materials collection (Contractor to provide appropriate dumpsters)
City Hall 301 Walnut Street	Twice weekly garbage and trash collection; once weekly recyclable materials collection (Contractor to provide appropriate dumpsters)
Water Plant 2 1760 Constitution	Once weekly garbage and trash collection; twice monthly recyclable materials collection (Contractor to provide appropriate dumpsters)
Sewer Plant 1 700 Woodland Trail	Once weekly garbage and trash collection; twice monthly recyclable materials collection (Contractor to provide appropriate dumpster)
Sewer Plant 2 955 Ernest	Once weekly garbage and trash collection; twice monthly recyclable materials collection (Contractor to provide appropriate dumpster)
Fire Station 1 200 N. Wilmor Rd.	Once weekly garbage and trash collection; twice monthly recyclable materials collection (Contractor to provide appropriate dumpster)
Public Works 107 Legion Road	Once weekly garbage and trash collection; twice monthly recyclable materials collection (Contractor to provide appropriate dumpster)
Washington Area Community Center 360 N. Wilmor Rd.	Once weekly garbage and trash collection; twice monthly recyclable materials collection (Contractor to provide appropriate dumpster)
Glendale Cemetery Oakwood Lane & Candlewood Drive	Once weekly garbage and trash collection; twice monthly recyclable materials collection (Contractor to provide appropriate dumpster)

The Contractor is not responsible for collection of the following as a part of the Basic Services: unwanted vehicles or vehicle parts and components; household trash which self-contained weight is in excess of fifty (50) pounds; demolition wastes; white goods; or special wastes.

B. Additional Services.

Contractor shall for the term hereof make available by subscription the following Additional Services to all Residential Units located within the corporate limits of the City of Washington, and to such additional Residential Unit, which may hereinafter be annexed, erected or become operative within the corporate limits of the City of Washington.

1. Walk-up, or rear-door collection of garbage, trash, recyclable materials and yardwaste for an additional charge of \$8.00 per month payable quarterly in advance;
2. Once weekly Friday only curbside landscape waste collection, transportation and disposal from April 1 through November 30 each year on a subscription basis for an additional charge of \$120.00 per year, payable \$10.00 per month quarterly in advance. All landscape waste must be placed in a paper yard waste bag, can, cart, or bundled. Upon request, Contractor will provide to a Residential Unit a ninety-five (95) gallon wheeled cart with a green lid for landscape waste collection only;
3. Accounts can request a special "bulky item" pick up outside of the Spring Clean-up Day at a charge of \$15.00 per item payable by the Account. Bulky item pick-up may be requested by calling Contractor at 309-674-5176, Option #1.

C. Cart Delivery.

Contractor shall complete the delivery of all carts to Residential Units on or before July 1, 2020.

D. Cart Exchanges.

For a period of six (6) months after the delivery of a cart to a Residential Unit by Contractor, the Residential Unit may exchange the cart for a larger or smaller cart. After the six (6) month period, Contractor shall charge a \$25.00 fee to the Account to exchange a cart.

E. Access to E-Waste Drop-Off Facility.

Residents of the City may drop off televisions, computer monitors, microwaves, and other e-waste items excluded from Illinois landfills at Contractor's drop-off facility at 1090 W. Jefferson Street, Morton, Illinois, during the facility's regular business hours, subject to the rules of the facility, so long as Kuusakoski US, LLC operates its Peoria, Illinois facility. Non-residents of the City and businesses may be required to pay for use of the facility, or may be denied access to the facility.

F. Pricing

As compensation for the Basic Service and Additional Services, each Account shall pay Contractor a fee according to the following schedule of rates per Account per month. Contractor shall bill each Account quarterly in advance.

<u>Period</u>	<u>Basic Service</u>	<u>Walk-Up Fee</u>	<u>Cart Rental</u>	<u>Landscape Waste</u>	<u>Bulky Item</u>
4/1/20 - 3/31/21	\$15.25	\$8.00	\$2.50	\$10.00	\$15.00
4/1/21 - 3/31/22	\$15.67	\$8.00	\$2.50	\$10.28	\$15.00
4/1/22 - 3/31/23	\$16.25	\$8.00	\$2.50	\$10.56	\$15.00
4/1/23 - 3/31/24	\$16.70	\$8.00	\$2.50	\$10.85	\$15.00
4/1/24 - 3/31/25	\$17.25	\$8.00	\$2.50	\$11.15	\$15.00
4/1/25 - 3/31/26	\$17.72	\$8.00	\$2.50	\$11.45	\$15.00
4/1/26 - 3/31/27	\$18.25	\$8.00	\$2.50	\$11.77	\$15.00
4/1/27 - 3/31/28	\$18.75	\$8.00	\$2.50	\$12.09	\$15.00
4/1/28 - 3/31/29	\$19.25	\$8.00	\$2.50	\$12.42	\$15.00
4/1/29 - 3/31/30	\$19.78	\$8.00	\$2.50	\$12.77	\$15.00

G. City Billing

The City shall have the right to assume the billing of the Accounts upon one hundred eighty days (180) days written notice to Contractor. For providing the billing service, the City shall retain \$1.50 per month per Account.

5. COLLECTION AND DISPOSAL OF GARBAGE AND TRASH

All garbage and trash collected under this Agreement shall be hauled to and properly disposed of at an IEPA permitted landfill. This Agreement includes collection, transportation to, and disposal at a landfill.

6. COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS

All recyclable materials collected under this Agreement shall be transported to and disposed of at a material recovery facility, as approved by the City.

7. COLLECTION AND COMPOSTING OF LANDSCAPE WASTE

All landscape waste materials collected under this Agreement shall be transported to and properly disposed of at a landscape waste facility as approved by the City.

8. TOTAL NUMBER OF DWELLING UNITS TO BE SERVED

The number of dwelling units stated below is a good faith approximation of the total number of dwelling units to be served under this Agreement. The City makes no warranties that the numbers are correct. Total dwelling units to be served under this Agreement are estimated at five thousand five hundred (5,500).

9. BILLING

Contractor shall be responsible for billing all Accounts for all services provided hereunder consistent with the pricing specified in Section 4.F. Contractor shall bill each Account quarterly in advance. Payment shall be due thirty (30) days from date of invoice. Interest shall be charged on all Accounts not paid when due at a rate of 1-1/2% per month.

10. INSURANCE, BOND AND INDEMNIFICATION

The Contractor shall at all times during the term hereof, maintain general liability and property damage insurance covering all of its operations hereunder in amounts of no less than Five Million Dollars (\$5,000,000) combined bodily injury and property damage limit per occurrence. The Contractor shall maintain automobile liability insurance with personal injury limits of not less than Five Million Dollars (\$5,000,000) per occurrence. The City shall be named as an additional insured on both the general liability and auto liability insurance policies. The Contractor shall also maintain worker's compensation insurance in amounts of no less than statutory limits. If the Contractor wishes to self-insure, the Contractor shall offer evidence of such self-insurance subject to approval by the City.

In order to protect the City against a failure to perform, the Contractor shall either:

- A. Furnish the City at all times for the term hereof with an annual performance bond or irrevocable letter of credit, in the amount of One Hundred Thousand Dollars (\$100,000.00), or

- B. Furnish the City with a cash deposit or Certificate of Deposit from a local bank in the amount of Fifty Thousand Dollars (\$50,000.00) to be held by the City for the term of this Agreement.

The Contractor specifically agrees to save, hold harmless, defend and indemnify the City, its consultants, agents, and employees, and their successors and assigns from and against all costs, claims, liabilities, losses, expenses and/or consequential damages, whether direct or indirect, including, but not limited to any and all attorney's fees, consultant's fees, expert fees, costs and expenses the City may incur, arising out of or in any way related to: (1) this Agreement; (2) the Contractor's performance or non-performance of the work activities and obligations of the Contractor pursuant to this Agreement; (3) claims against the Contractor; (4) the pickup, handling, transportation and disposal of any waste, solid waste, hazardous substance, hazardous waste, toxic substance, pollutant or contaminant; (5) the selection of a disposal site, location, landfill, or transfer station; and (6) a release or threatened release of any waste, solid waste, hazardous substance, hazardous waste, toxic substance, pollutant or contaminant.

The Contractor acknowledges that the City is a corporation and agrees that any claim made by the Contractor arising out of any act or omission of any director, officer or employee of the City in the execution or performance of this agreement, shall be made against the City and not against such director, officer or employee.

11. PLACE OF PICKUP

All service provided hereunder (except in the case of walk-up or rear door premium service accounts or units) shall be at the curb line or alley way nearest to each account or unit serviced, as directed by the City, and each entire block within the City shall be either curb line or alley way pickup wherever practicable.

12. OFFICE, TELEPHONE SERVICE, RECORDKEEPING AND REPORTING

The Contractor shall maintain an office and local toll free telephone number, which telephone number shall be plainly denoted on all the equipment used in the collection of Solid Waste, and listed in the telephone directory, under classified section as "Garbage and Rubbish Collection", and shall respond to all emergency calls approved by the City; said office to be kept open during reasonable business hours at least five (5) days out of every week. In addition, the Contractor shall provide a twenty-four (24) hour on-call service to the City.

On a monthly basis the Contractor shall supply the Washington City Administrator, or his designee, with volumes (cubic yards and tons) of the solid waste materials hauled from the City, by type, on a form as prescribed by the City. Furthermore, upon request by the City, the Contractor shall provide complete listing of Accounts, including full names and mailing/billing addresses, for all customers provided services pursuant to this Agreement.

13. ROUTES OF COLLECTION

Collection routes shall be made for the same day for all Basic Services provided. Collection routes shall be established by the Contractor, the map of which shall be submitted to the City for its approval. The Contractor shall have additional copies of this map available to the City and the public. Before changes occur in the regularly scheduled routes or collection day, a new map will be prepared and published subject to approval by the City. The Contractor shall annually prepare and publish a notice in the local newspaper regarding changes in collection caused by Holidays.

14. COMPLAINTS

All complaints by residents made either to the Contractor or the City shall be preserved in writing, in duplicate, which complaint shall set forth the name and address of the party complaining, the date of the complaint, and a brief description as to the nature of the complaint. One copy shall be retained by the party receiving such complaint and one copy shall be delivered to the opposite party, where the opposite party is the City, one copy shall be delivered to the City. The Contractor shall report to the City monthly as to the disposition of the complaints.

15. HOURS OF OPERATION

Contractor shall provide the services described herein between Monday and Friday as it determines to be necessary (holidays excluded); but shall not service any units between the hours of 6:00 p.m. and 6:00 a.m. Contractor may provide services described herein on Saturday only in the weeks in which there is a holiday, as defined herein. Saturday services may be provided only during the hours herein defined for Monday through Friday service.

16. COLLECTION EQUIPMENT

The Contractor shall furnish all necessary equipment, labor, supervision, material and supplies required for such collection service and shall at all times provide a sufficient amount of equipment and manpower to maintain a completely adequate service. All garbage, household trash, as well as landscape waste shall be collected and transported in closed, tight, non-leakable, packer-type motor trucks, equipped with a loading mechanism that is designed in such a way that the entry for waste into the vehicle's collection body will be exposed only for the time actually required to deposit the materials as collected along the route. Any leakage or spillage of waste materials shall be prevented by the design and use of the equipment. The Contractor will provide for immediate removal of any leakage or spillage of waste material, should such event occur. The trucks used for landscape waste collection, including smaller collection vehicles necessary on narrow streets, shall be provided with a broom and shovel for use by the Contractor's personnel. The Contractor shall at all times keep said equipment in good working order and condition.

The exterior and interior of such equipment shall be kept thoroughly washed and sanitized at least once weekly.

17. COMPLIANCE WITH LAWS

The Contractor represents and warrants that at all times it shall conduct its operations under or pursuant to this Agreement in compliance with any and all local, state, and federal laws, rules and regulations governing Solid Waste collection, transportation and disposal. The Contractor further represents and warrants that all of its activities pursuant to or relating to this Agreement shall be with all due care and in accordance with the customs, standards and practices of the waste collection and hauling industry. Contractor shall be solely responsible for monitoring compliance with said laws, rules, regulations, customs, standards and practices, and shall be solely responsible for giving or making any and all notices, reports, filings or the like related to the activities or conduct contemplated by this Agreement.

18. EMERGENCIES

The Contractor agrees that, should any emergency arise by reason of storm, tornadoes, or natural disaster, which require additional hauling equipment by the City, Contractor's equipment shall be placed at the disposal of the City upon request for such temporary use, providing that during such use, the City shall pay the operating cost of such equipment and labor as is used. In such an emergency the Contractor shall perform as directed by the Mayor or the Mayor's designee.

19. CONTRACTOR AS INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Contractor is in all respects an independent Contractor as to the work, notwithstanding in certain respects the Contractor is required to follow the directions of designated City Officials (this shall include but not be limited to reporting procedures; e.g. volumes), and that the Contractor is in no respect an agent, servant or employee of the City. This Agreement specifies the work to be done by the Contractor, but the method to be employed to accomplish this work is the responsibility of the Contractor, unless otherwise provided in this Agreement.

20. SUBLETTING CONTRACT

This Agreement, or any portion thereof, shall not be sublet or assigned to any third party without the prior written consent from the City. No such consent will be construed as making the City a party to any such subcontract or assignment, or subjecting the City to liability of any kind to any subcontractor or assignee. No subcontract, sublease or assignment, under any circumstances, will relieve the Contractor of its liability and obligations under this Agreement, and despite any such subcontracts, subleases or assignments, the City shall deal through the Contractor. Subcontractors shall be considered and deemed to be workmen and representatives of the Contractor and as such shall be subject to the same requirements as are other agents of the Contractor.

21. DAMAGE TO PRIVATE CONTAINERS

The Contractor, its agents and/or employees, shall not in any way break or damage or roughly handle private solid waste containers, by reason of the misuse or rough handling of said containers by the Contractor.

22. FAILURE TO COLLECT

Should the Contractor fail to collect and dispose of garbage, household trash, landscape waste, or recyclable material set out or placed for collection at the time and in the manner required, or otherwise fail to perform the work with due diligence, and the City determines said fail does not constitute a breach or default by Contractor, the City may, after 24 hours' notice, collect or cause the collection of the same and disposal thereof. The Contractor shall be liable to the City for any and all cost, expenses, liabilities, claims, damages or the like the City may incur relating in any way to said collection and disposal.

23. SUPERVISION OF CONTRACT PERFORMANCE

The Contractor's performance of this Agreement shall be supervised by the City Administrator, or his designee, on behalf of the City. If at any time during the life of this Agreement, performance satisfactory to the City shall not have been made, the Contractor, upon notification by the City shall increase its work force, tools, and equipment as needed to properly perform this Agreement to the satisfaction of the City. The failure of the City to give such notification shall not relieve the Contractor of its obligation to perform the work at the time and in the manner specified in this Agreement.

24. DISPUTES WITH CONTRACTOR

Where any dispute arises between an Account and the Contractor as to the manner of placing and/or handling garbage, household trash, landscape waste, or recyclable material or the nature of the contents, the Contractor agrees that in the specific instance, the garbage, trash, landscape waste, or recyclable material will be immediately removed even though, in Contractor's opinion, it is improperly placed or contained, and that it will report the same to the Account, it being intended in this Article to avoid disputes or disagreements between Accounts and Contractor's employees, and permitting the same to be handled by mutual discussion between the Contractor and the Account.

25. INSPECTION OF WORK

The Contractor shall furnish the City Administrator of the City of Washington, or his designee, with every reasonable opportunity to ascertain whether or not the work as performed is in accordance with the requirements of this Agreement. The Contractor shall designate in writing the person to serve as agent of the Contractor and liaison between the Contractor's organization and the City. The City or its authorized

representative may inspect the Contractor's operations, records, and equipment at any reasonable time and the Contractor shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

26. CITY NOT LIABLE FOR DELAYS

It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or any other person on account of stoppages, or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from, or by account of any delay from any cause whatsoever over which the City has no control.

27. DELIVERY OF NOTICE

Whenever under the terms hereof, a written notice is required, it shall be sufficient to deliver personally, or mail such notice with postage prepaid, addressed to the Mayor, 115 W. Jefferson, Washington, Illinois 61571, and those addressed to the Contractor at its legal address, as designated in writing by the Contractor. Either party may direct notices to be delivered to it by delivering a written notice to the other party.

28. BREACH OF AGREEMENT

All of the terms and conditions of this Agreement are considered and shall be deemed material and failure to perform any of the terms and conditions on the part of the Contractor shall be considered a breach of this Agreement. Should Contractor fail to perform any of the terms and/or conditions of this Agreement, the City shall have the right to terminate this Agreement.

The City shall notify Contractor of each violation of the terms or conditions of this Agreement. It shall be the duty of Contractor to take whatever steps may be necessary to remedy and correct the violation and cause of the violation, and shall notify the City within 24 hours after receipt of the notice from the City confirming the action taken by Contractor.

Failure to remedy the violation and cause of the violation within 48 hours after receipt of the notice from the City shall be deemed a breach of this Agreement

Should the Contractor be in breach of this Agreement for any reason, the Agreement may be terminated by resolution of the City Council. A copy of the resolution shall be sent by certified mail, return receipt requested, to the address as designated herein. Receipt of the resolution shall be sufficient notice to the Contractor that this Agreement is terminated and that Contractor is to cease work immediately. The City Council shall then have the authority to contract for the completion of the work in accordance with State law. The City may retain such funds as may be due the Contractor for the expenses included in having the work completed in accordance with the terms hereof. Any excess

of cost over and above the amount so retained, if any, will be charged against the Contractor and the Contractor's surety, who will be jointly and severally liable.

29. STRIKES

Contractor specifically agrees that any strike or labor dispute of any kind or character involving the Contractor, the City, or any account or unit serviced hereunder, shall not, for any reason, cause a stoppage or delay of any of the obligations of the Contractor as per the terms and conditions hereof.

30. EQUAL OPPORTUNITY EMPLOYER

The bidder, in submission of the proposal, assures the City that it is an "Equal Opportunity Employer," as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375, which are incorporated herein by reference, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions of employment of any persons.

31. FAIR EMPLOYMENT PRACTICE

The Illinois Fair Employment Practice Commission Equal Opportunity Clause, as is required by Article II of the Illinois FEPX Rules and Regulations, is considered to be part of this Agreement.

32. AGREEMENT AMENDMENT

This is the entire Agreement between the parties. Any items or conditions that are not contained herein or referred to by reference are not and shall not be considered as terms and conditions of this Agreement. No amendment, modification or change in or to this Agreement shall be effective until and unless it is made in writing and signed by all parties hereto.

EXECUTED as of the day and year first above written.

CITY OF WASHINGTON

PDC SERVICES, INC.

By: _____

By: _____

Attest:

Attest:

By: _____

By: _____

120-291 .