

**Exhibit B**  
**Commercial Scavenger Proposal Form**

Instructions to Commercial Scavengers

1. The successful Commercial Scavenger will be awarded a two (2) year Contract on the basis of monthly fee, ability to perform and satisfactory compliance of requirements stated herein.
2. All Commercial Scavengers are required to insert their fixed rate price per month for the garbage, refuse and recycling collection and disposal at the Astor Avenue Apartment Complex. Bids should be based upon providing service one hundred fifty-six (156) days of annual service (three collections per week year round) for five buildings containing seventy-two (72) dwelling units, requiring five (5) metal refuse containers which have a minimum capacity of six (6) cubic yards, and having tight fitting lids.
3. All unsigned quotations will be automatically rejected.

PRICE PER MONTH\*

<u>Time Period</u>	<u>One Hundred Fifty-Six (156) Days of Service (three collections per week per year)</u>	<u>Extra Yardage Charge Per Cubic Yard</u>
Year One - 11-1-13 to 10-31-14	\$ <u>780.00</u>	\$ <u>10.00</u>
Year Two - 11-1-14 to 10-31-15	\$ <u>803.40</u>	\$ <u>10.00</u>

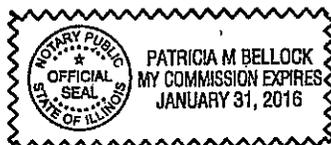
\*All quotations set forth herein shall remain in full force and effect from November 1, 2013 through October 31, 2015.

Signed: Craig Young Company: Republic Services  
Name: Craig Young Address: 1330 GASKET DR.  
Title: Sales Manager City, State: Elgin IL 60120

Date: 6-26-2013

Attest

By: Patricia M Bellock



**CONTRACT FOR**  
**REFUSE COLLECTION, DISPOSAL AND RECYCLING SERVICES**  
**AS A COMMERCIAL SCAVENGER**

This contract, made and entered into as of NOV 1<sup>ST</sup>, 2013 by and between the Village of Hanover Park, a Municipal Corporation, hereinafter referred to as the "Village" and

hereinafter referred to as the "Commercial Scavenger"; and

**WHEREAS**, the Village, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, regulates and controls the collection and disposal of garbage, refuse (including appliances) and recyclable material pursuant to this contract and the ordinances of this Village; and

**WHEREAS**, Commercial Scavenger is willing to render the service for the collection and disposal of garbage, refuse (including appliances) and recyclable material within the Special Service Area #3 (SSA #3) - Astor Avenue Apartment Complex, located in Cook County, Hanover Park, Illinois, upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1. Compliance with Hanover Park Municipal Code**

The Commercial Scavenger agrees to comply with all rules and regulations of the Village of Hanover Park including in particular all definitions, requirements and duties contained in Chapter 50 of the Municipal Code of Hanover Park as attached hereto as Exhibit "A".

**2. Grant of Contract**

The Village hereby grants to Commercial Scavenger an exclusive contract to operate as a Commercial Scavenger within Special Service Area #3 (SSA #3) - Astor Avenue Apartment Complex. The Commercial Scavenger shall have the duty to maintain complete and accurate books, records and accounts, showing the total monthly billings and extra yardage charges during the term of this Contract. Said books and records shall be made available in the Village for examination and for audit by the Village upon reasonable notice and during customary business hours.

**3. Collection Schedule**

The Commercial Scavenger shall collect the garbage, refuse, and recyclable materials placed in the dumpster enclosures at least one hundred fifty-six (156) days per year (three service collections per week per year).

<u>Description</u>	<u>Number of Dwelling Units</u>	<u>Frequency of Collection Per Week</u>	<u>Service Collection Days</u>
Astor Avenue Apartment Complex	72	Three (3)	M/W/F

**4. Scope of Disposal Services**

A. Commercial Scavenger shall furnish at its expense and without liability to the Village, all labor, equipment, vehicles, implements, material and transportation necessary and proper to provide an adequate, uninterrupted and sanitary scavenger and recycling service where applicable for the collection, removal and disposal of all refuse (including appliances), garbage, and recyclable materials during the term of the contract and in accordance with the methods and procedures hereinafter specified including the Instructions to Commercial Scavengers - General Conditions, Contract and Exhibit "B" Commercial Scavenger Quotation Form all of which are made a part hereof.

B. The Commercial Scavenger shall perform all scavenger services rendered hereunder in a neat, orderly and efficient manner, to use due care and diligence in the performance of the contract, and to provide neat, orderly, and courteous employees and personnel. The Commercial Scavenger shall not allow garbage, refuse or recyclable materials to scatter or spread as a result of the scavenger's services provided within the Village. Any garbage, refuse or recyclable materials spilled along side the dumpster or outside of the dumpster enclosure shall be shoveled clean and picked up prior to leaving the site of collection. The Commercial Scavenger shall carry on each collection vehicle not less than one broom or shovel to clean up any garbage, refuse or recyclable materials spilled or scattered in or near the dumpster enclosures. The Commercial Scavenger shall be responsible for any yard damage created by its employees. Dumpster containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition.

C. The Commercial Scavenger shall maintain an office and telephone, for the receipt of calls or complaints and shall be available for such calls on all business days from 8:30 A.M. to 5:00 P.M. All complaints shall be given prompt and courteous attention and in the case of alleged missed scheduled collections, the Commercial Scavenger shall investigate and if such allegations are verified, shall arrange for the pickup of all disposal materials not collected, within twenty-four (24) hours after the complaint is received, and shall transmit monthly to the Village Manager a copy of all complaints received and any action undertaken to rectify the situation.

**5. Term of Contract**

A. The term of this contract shall commence on November 1, 2013 and end on October 31, 2015 subject to termination as provided herein.

B. Should the Village choose a different Commercial Scavenger at the expiration of this contract, the Commercial Scavenger shall agree to cooperate with the chosen Commercial Scavenger in effecting an orderly transition.

**6. Collection Procedure.**

A. The Commercial Scavenger shall collect garbage, refuse and recyclable materials, from the Astor Avenue Apartment Complex (SSA #3) only between the hours of 7:00 A.M. to 7:00 P.M.

B. In the event the regularly scheduled collection falls on a holiday (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), the Commercial Scavenger shall make the collection on the day following said holiday, except when such holiday falls on a Saturday, in which case the collection shall be made on the second day following said holiday.

C. Commercial Scavenger shall remove and dispose of all garbage, refuse and recyclable materials that are in compliance with Chapter 50 of the Municipal Code of Hanover Park. During the term of this contract, the Village reserves the option to work with the Commercial Scavenger and apartment owners to develop a minimum recycling program for apartment dwellers. Costs for a recycling program would be negotiated separately. Said program may be implemented prior to the expiration of this contract.

D. The Village reserves the right to construct any improvement or to permit any construction in any street, which may affect the Commercial Scavenger from traveling its accustomed route or routes for collection. The Commercial Scavenger shall, however, by an acceptable method, continue to collect the garbage, refuse, and recyclable material to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the Village. The Village agrees to work with the Commercial Scavenger to resolve any problems due to construction activity.

**7. Billings and Collections**

A. Commercial Scavenger shall bill the Village on a quarterly basis. The quarterly invoice statement shall include the fixed monthly rate and extra yardage charges per cubic yard. The fixed monthly rate shall be billed in advance and include all container rental charges. The extra yardage charges shall be billed in arrears and include the cost of cleanup in and around the dumpster enclosures and the disposal of bulk items including furniture and appliances. The quarterly billing cycle shall coincide with the Village's fiscal year period (May 1<sup>st</sup> through April 30<sup>th</sup>). The rate schedule for service shall be outlined on Exhibit "B" Commercial Scavenger Quotation Form and attached hereto.

B. If the Village exercises its renewal option to extend this contract beyond the initial five (5) year period as provided for under Section 5B, the fixed monthly rate and extra yardage charge per cubic yard, shall be negotiated and mutually agreed upon by the Commercial Scavenger and the Village. An addendum to the contract amending Section 7A and Exhibit "B" Commercial Scavenger Quotation Form shall be signed for each additional contract extension period.

**8. Employees**

The Commercial Scavenger shall furnish capable employees for the use in the crews of the Commercial Scavenger performing the services specified in this contract. The scavenger shall agree to prohibit any drinking of alcoholic beverages or use of controlled substances by its drivers and crew members while on duty or in the course of performing their duties under this contract. Employees shall, at all times, have and carry a valid State of Illinois driver's license for the type of vehicle he/she is driving. Employees shall not use loud, abusive, indecent or profane language and obey all traffic laws and ordinances.

In the event that any of the Commercial Scavenger's employees is deemed by the Village to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal written request of the Village, the Commercial Scavenger shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

**9. Equipment**

A. Except as provided in paragraph B below, the Commercial Scavenger shall use enclosed, front or rear load, leakproof packer type truck bodies. Each vehicle shall be clearly and visibly marked on each side with the Commercial Scavenger's name and telephone number. Commercial Scavenger shall, in addition to other requirements regarding equipment used in the Village, keep all equipment properly maintained and equipped to meet federal, state and local laws. All equipment must be operated in a safe manner and in accordance with all traffic rules and regulations. Any equipment used within the Village may be inspected by a representative of the Village. Any equipment not approved shall not be used in the Village of Hanover Park. No advertising signs shall be placed on any vehicles used by the Commercial Scavenger.

B. Equipment used for collecting recyclable materials shall be designed specifically for such collection and shall not allow for contamination of the recyclable materials after it has been collected. The collection vehicle shall have sufficient capacity for the collection of recyclable material.

C. The Commercial Scavenger shall provide five (5) dumpster containers in the dumpster enclosures depicted on Exhibit "C" throughout the term of this contract at the Astor Avenue Apartment Complex (SSA #3). Each dumpster container shall have a capacity of six (6) cubic yards and have tight-fitting aluminum or plastic lids. Each dumpster container shall have the Commercial Scavenger's name and telephone number. Each dumpster container shall be equipped to be serviced by either a front or rear load truck. All fixed monthly rates shall include all container rental charges. All maintenance and repair of the dumpster containers shall be the responsibility of the Commercial Scavenger. All dumpster containers used throughout the term of this contract shall be substantially rust-free, painted and maintained in good working condition. The Village reserves the right to have dumpster containers replaced upon request of a representative of the Village Manager.

**10. Disposal of Refuse and Recyclable Materials**

A. The Commercial Scavenger shall show evidence that it has the availability of a suitable garbage incinerator or sanitary landfill site for the duration of the contract at which all refuse and garbage collected in and removed from the Village may be disposed. Disposal methods and the incinerator or site shall be licensed and approved by the Illinois Environmental Protection Agency and other jurisdictions of authority. A copy of said Contract or letter of such availability shall be provided within ten (10) days of the contract award.

B. The Commercial Scavenger shall own, control, or have available for use throughout the contract term a recyclable materials processing facility suitable for storing or processing the recyclable materials collected under the terms of this contract and approved by the Village Manager, if required.

C. The Commercial Scavenger shall take ownership of the recyclable materials upon collection. The Commercial Scavenger shall be responsible for the transportation, downloading, and weighing of all recyclable materials at a recyclable materials processing facility.

D. The Commercial Scavenger shall submit a quarterly report to the Village Manager including the volume of recyclable materials collected and deposited by type in tons, at any and all material processing facilities. The Commercial Scavenger shall also submit the volume of refuse collected on a quarterly basis.

E. The Village agrees to take such steps as reasonably practical to protect the Commercial Scavenger's ownership in all recyclable materials for collection by the Commercial Scavenger under the terms of this contract.

#### **11. Appliance Pickup**

The Commercial Scavenger shall provide for the collection and disposal of appliances in accordance with the State of Illinois law which bans the disposal of "white goods" appliances in Illinois landfills effective on July 1, 1994. The charges for appliance collection shall be calculated as an extra yardage charge per cubic yard as quoted on Exhibit "B" Commercial Scavenger Quotation Form and attached hereto.

The following are considered as "white goods" appliances

Air Conditioners - Central Unit	Furnaces
Air Conditioners - Window Unit	Heat Pumps
Boilers	Humidifiers
Chillers	Ovens
Clothes Dryers	Ranges
Clothes Washers	Refrigerators
Dehumidifiers	Stoves
Dishwashers	Water Coolers
Freezers	Water Heaters

The above list may be amended during the terms of this contract as directed by the State of Illinois.

## **12. Insurance Requirements**

A. The Commercial Scavenger shall obtain and maintain in full force and effect through the duration of this contract the following minimum insurance coverages. Comprehensive general liability and property damage insurance with limits of not less than \$3,000,000.00 for each occurrence and in the aggregate for bodily injury and property damage combined \$3,000,000.00. Comprehensive automobile liability of \$3,000,000.00 for bodily injury and property damage combined for each occurrence. Worker's Compensation Insurance with limits of not less than \$500,000.00. The Village of Hanover Park, its officials, employees and agents shall be named as additional insured on the Certificate of Insurance except on the Worker's Compensation policy.

The Commercial Scavenger shall have the option to have the above primary limits less than required, with an umbrella policy providing the excess liability. The Commercial Scavenger shall secure the required insurance from an insurance company acceptable to the Village and shall provide the Village with certificates of insurance within ten (10) days of the contract award. The certificate shall include thirty (30) days written notice to the Village of any cancellation, reduction or change in coverage of any policy indicated on said certificate.

B. The Commercial Scavenger agrees to save, hold harmless, indemnify, and defend the Village of Hanover Park, its officials and employees, from and against all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgements, resulting from claimed injury, damages, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to alleged violations of State or Federal laws) arising out of or in any way connected with the performance, failure to perform or to properly perform this contract.

C. It is hereby understood and agreed between the Village and the Commercial Scavenger that the scavenger is and shall be considered as an Independent Contractor and neither the scavenger nor his employees are to be considered as employees or servants of the Village.

## **13. Default**

In the event the Commercial Scavenger shall fail to comply with any provisions of this contract or to collect, remove and properly dispose of the garbage, refuse, or recyclable materials herein provided to be collected and disposed of for a period of five (5) consecutive, scheduled working days or fails to operate the system in a satisfactory manner (provided such failure is not due to war, insurrection, riot, Act of God, or any other cause beyond the scavenger's control, not including any strikes or slow downs against the Commercial Scavenger), the Village Manager shall in writing notify the scavenger of its Failure to Perform.

This Contract may be revoked or suspended pursuant to the procedure contained in Section 58-14 of the Hanover Park Municipal Code.

**14. Amendment of Ordinance**

The provisions of this contract shall not be construed in any way to restrict or limit the legislative discretion of the Corporate Authorities of the Village to amend or repeal any applicable provisions of Chapter 50 of the Municipal Code of Hanover Park, as amended, or to amend or repeal any rule or regulation promulgated pursuant thereto.

**15. State and Federal Legislation**

The provisions of this contract shall not be construed in any way to restrict or limit the legislative discretion of the State of Illinois or Federal authorities to place future restrictions on garbage or refuse currently allowed to be disposed of in a landfill. It is understood and agreed that, in the event additional garbage or refuse is restricted from a landfill, with respect to any provision directly affecting and related to the scope and nature of the service to be provided and rendered by Commercial Scavenger, which demonstrably and significantly affect the scavenger's cost of providing and rendering such residential waste disposal service, the parties hereto agree to use their best efforts to reach agreement on an appropriate increase or decrease in the monthly billing to compensate the Commercial Scavenger. In the event of the failure of the parties in such case to agree upon an appropriate increase or decrease in the monthly fixed or extra yardage charges, within thirty (30) days, either party may request and upon such request the matter of the amount of the increase or decrease in the monthly billing shall be arbitrated by the parties before an arbitrator selected by the American Arbitration Association, and the arbitration shall proceed in accordance with then existing rules of that association. The award of the arbitrator shall be final and binding upon both parties. Arbitration costs are to be shared equally by the Village and Commercial Scavenger. It is the intention of the parties, if occasion arises for arbitration, that the arbitration proceed with reasonable promptness and that a determination be made without undue delay.

**16. Equal Employment Opportunity**

The Commercial Scavenger agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.), and The Illinois Human Rights Act (Illinois Revised Statutes, Chapter 68, paragraph 1-101, et seq.) including:

A. Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of past discrimination.

B. Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

C. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

**17. Compliance with County, State and Federal Law**

The Commercial Scavenger agrees to comply at all times with the laws, ordinances and regulations of the Village of Hanover Park, Cook and DuPage Counties, State of Illinois and the United States of America, at all times when operating as a Commercial Scavenger under the contract.

**18. Right to Assign**

The Commercial Scavenger shall not have the right to assign this contract or any portion thereof, or any disposal operations herein required to be performed by the Commercial Scavenger without first having obtained the written approval of the Village Manager and the subletting of the contract or any part thereof, will not relieve the Commercial Scavenger of any of his liabilities under the terms of the contract.

**19. Inspection**

A representative of the Village Manager shall inspect or cause to be inspected as often as it is deemed necessary, the refuse vehicles, dumpsters and methods of doing business utilized by the Commercial Scavenger to determine whether all applicable provisions of this contract and Village ordinances are being complied with.

**20. Notifications**

Official notifications, whenever required for any purpose under this contract, shall be made in writing and addressed as follows:

If to the Village:

Village Manager  
Village of Hanover Park  
2121 Lake Street  
Hanover Park, IL 60103-4398  
630-823-5600

If to the Commercial Scavenger:

Commercial Scavenger Contract  
Astor Avenue Apartment - SSA #3

The Village Manager and the Commercial Scavenger shall be understood to mean the individual holding that position at any given time, or his/her designee(s). Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All notifications shall be delivered in person or sent first-class mail, with sufficient postage fully prepaid, or certified or registered/return receipt requested mail with sufficient postage and certification or registry fees fully prepaid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

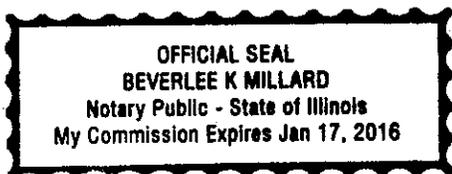
In witness whereof, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year first above written.

Commercial Scavenger -

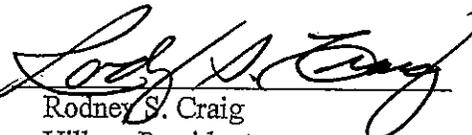
By: 

Attest

By: Beverlee K Millard



Village of Hanover Park

By:   
Rodney S. Craig  
Village President

Attest

By:   
Eira L. Corral  
Village Clerk