

Administrative-Finance Committee
January 10, 2011
6:30 P.M. – City Hall Conference Room

- 1. Call to Order**
- 2. Establishment of Quorum**
- 3. Public Comment**
- 4. Discussion Items**
 - a. Waste Hauling Proposals
 - b. Audit Proposals
 - c. Mosquito Abatement
- 5. Other Business**
- 6. Next Meeting – February 14, 2011**
- 7. Adjournment**

CITY OF DARIEN

Memorandum

TO: Mayor, City Council, City Clerk, City Treasurer

FROM: Bryon D. Vana, City Administrator
Scott Coren, Assistant City Administrator

RE: Garbage Proposals

City Staff solicited proposals to provide residential refuse service for the City of Darien when the existing contract expires on March 31, 2011. Four companies provided proposals: Allied Waste, DisposAll Waste, Veolia Environmental Services and Waste Management. Of the four companies that submitted proposals, all submitted bids for the current volume based sticker program and three companies provided alternate proposals for other conceptual programs.

We received several extremely attractive proposals that provide excellent service options. Neighboring community Downers Grove has a sticker price of \$3.08 currently for a volume based option and a Willowbrook resident pays \$18.06 for a 65 gallon tote. Both of these prices are higher than proposals received by the City of Darien. This shows the City of Darien received extremely competitive pricing from the vendors.

The proposals provide two credible options: switching companies to Veolia to continue a similar program that we currently offer or to change companies to DisposAll to go directly to a base and tip fee with totes.

Of these four proposals, City Staff recommends the following:

- Allied Waste has provided exceptional service to the City of Darien over the life of the previous contract. They have also added free recycling totes for all residents in the subscription tote service. However, Veolia is a reputable company that should also be able to provide residents with a high level of service, and offered a lower price. If the City Council is interested in continuing the volume system then City Staff would **recommend** accepting the proposal from Veolia for the savings it will bring to residents.
- If the City Council is interested in moving to a tote system, City Staff would **recommend** they do it by moving directly to the base and tip fee program offered by DisposAll.

Attached is a summary sheet providing an overview of the proposals. Staff encourages the Council members to contact Scott or me with any questions regarding the proposals. The proposals may appear a bit difficult to understand as they included a number of options such as alternate sticker prices that would include free leaf pickup and amnesty day. If you would like to see the full proposals they are available in Scott's office.

This item will go to the Administrative/Finance Committee on January 10th, the Environmental Committee on January 11th, and will be on the agenda for the January 17th, 2011 City Council meeting for either discussion or action.

Refuse, Recycling and Yard Waste Collection Services

General Specifications of Contract

1. **Purpose of this Section**

This section contains general information. Descriptions of refuse, recycling and yard waste collection procedures are provided as an orientation of the contract.

2. **Description of the City of Darien**

The City of Darien is a community with a population of approximately 23,615, is located in DuPage County. The City is primarily made up of a mix of up-scale multi-family and single family, as well as condominium dwelling units. There are approximately 7,500 potential collection units within the City.

3. **Description of the City's Solid Waste Program**

Refuse, yard waste, and curbside recycling services are provided on a once-per-week basis.

Refuse and yard waste collection is a volume-based user fee (sticker) program. Customers are required to properly attach a waste sticker to each 32/33 gallon disposal unit (can or bag) total weight - approximately fifty (50) pounds. Bulk items are removed on regular pickup days and require two refuse stickers. White goods (appliances) are removed on regular pickup days and require five refuse stickers. The Contractor will provide for no-cost collection of live Christmas Trees during the first two weeks each January.

4. **Recycling**

Participation in the recycling program will be on a voluntary basis. The Contractor will provide the collection and disposal service for recyclable material from all eligible households that has been placed curbside for collection in accordance with the terms of this Agreement. All revenue collected from the sale of recyclable material shall be the property of the Contractor. Specifications for preparation, sorting and collection methods are outlined in the Contract under the Recycling.

Refuse, Recycling and Yard Waste Collection Services For the City of Darien

Definitions

For the purpose of this Contract, definitions of certain terms listed below. Certain words or phrases, when used in this contract shall have the same meaning given to them in this section. Other terms shall be defined within applicable subsections.

Biodegradable shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne micro-organisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

Brown Kraft 2-Ply Paper Bags shall mean a two-layer brown product container comprised of kraft paper most often used to contain groceries.

Chipboard shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

Compost (ing) shall mean the process by which aerobic micro-organisms decompose organic matter into a humus-like product.

Contract shall mean the agreement created by and consisting of the Contract Documents. Contract Documents are the following attachments made a part hereof and are incorporated herein by reference, which attachments the awarded Contractor and the City have agreed upon shall constitute the Contract documents.

Contract Documents shall mean the following Agreement and attachments made a part hereof and are incorporated herein by reference. This Contract and its attachments shall constitute the Contract Documents.

Contractor shall mean Proposer.

Corrugated Cardboard shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

Customer shall mean the eligible resident party, eligible property owner of an eligible dwelling unit in Darien corporate boundaries participating in the scavenger collection service.

Day shall mean Calendar Day unless otherwise stated.

Disposal Unit shall have different meanings as follows:

- (1) For the purposes of **refuse** collection, a “disposal unit” shall mean one (1) water-tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity, containing refuse or household construction and demolition debris as herein defined, securely tied or closed in such a fashion so as to prevent the littering, leaking or scattering of refuse or debris; or one (1) securely tied, bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and exceeding fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item as is herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit.

- (2) For the purpose of **yard waste** collection, a “disposal unit” shall mean one (1) biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing “yard waste” as herein defined, or one (1) securely tied, bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person, or one (1) water-tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity .

Envelope shall mean a flat, folded paper container for a letter or smaller object.

Frozen Food Packages shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage or Rubbish shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved Refuse container, except those items which are banned from direct disposal into a landfill.

HDPE shall mean high-density polyethylene.

Household Construction and Demolition Debris shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar

materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

Household Garbage shall mean garbage and rubbish as collected from the residents of the City of Darien currently receiving curbside scavenger service or on-site dumpster service.

Household Garbage – Large Items shall mean any items set forth under “Garbage and Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill.

Household Garbage – Large Items shall not include waste from commercial manufacturing processes, construction materials, broken concrete, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the citizens of the City of Darien or any items which are banned from direct disposal into a landfill.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract. Industrial wastes are not included in the scope of services of this Contract.

Juice Boxes shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

Landscape Sticker (also referred to as Yard Waste Sticker) shall mean a special biodegradable sticker with glue that adheres to plastic and paper during weather extremes provided by the Contractor to retailers for sale to the public wherein the purchase price includes the Contractor’s total collection, processing, and sale/disposal costs for Landscape Waste.

Landscape Waste (also referred to as Yard Waste) shall mean hard landscape waste and soft landscape waste.

Large Household Item (also known as “Bulk Item”), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar

furniture. All “white goods” including those containing CFC’s (chlorofluorocarbons), switches containing mercury, and PCB’s (polychlorinated biphenyls) shall all fit into this definition.

LDPE shall mean low density polyethylene.

Magazines shall mean periodical publications, usually glue bound.

Mixed Papers shall mean stationary, various office papers such as; computer paper, xerox paper, note paper, letterhead, and other similar papers.

Multi-Family shall mean a building, which is arranged, designed, used or intended to be used for residential occupancy by more than one family. A multi-family complex may be a building containing more than six (6) dwelling units and more than two (2) buildings.

PET shall mean polyethylene terephthalate.

Performance Bond shall mean the form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Polystyrene #6 Plastic shall mean a hard, rigid, dimensionally stable, clear thermoplastic polymer that is easily colored and molded for a wide variety of applications as a structural material. Plastic containers used as deli containers, cottage cheese and yogurt and other similar shaped containers.

Polystyrene Plastic Foam Containers shall mean foam drinking cups, plates, carryout containers, egg cartons, meat and produce trays, and other similar foam materials.

Polystyrene Plastic Packaging Materials shall mean white and clear packing grade.

Processing Center shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

Properly-Prepared shall mean materials prepared according to the disposal program restrictions for refuse, yard waste, and recycling.

Processing Costs shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services or multi-family residents receiving on-site scavenger services.

Public Awareness Program shall mean a program developed and provided by the Contractor and the City to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the City.

Recyclables or Recyclable Material(s) shall mean, at a minimum, brown paper bags, corrugated cardboard, including boxes and cartons, chipboard (**paperboard**) (to include brown or gray box board or paperboard, cereal boxes, shoe **boxes**, paper towel cores, magazines and catalogues, mixed paper, (glossy & non-glossy) (to include stationary, notebook paper, post-it notes, computer paper, typing paper, **flyers**, greeting cards, file folders and all envelopes) (with and without windows), newspaper, (all supplements), telephone books, wet strength carrier stock (to include paper board used for refrigerated and frozen items), frozen food packages, aerosol cans, aluminum cans and foil, formed aluminum containers and wraps, aseptic packaging and gable top containers, formed steel containers, glass bottles and jars (brown, green, and clear), plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs) and all plastic containers #1 through #7 not previously mentioned. LDPE and HDPE soft plastic six (6) and twelve (12) pack rings, polystyrene (#6), steel cans. Other materials may be included upon mutual agreement of the Contractor and the City.

Recycling shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

Recycling Containers (bins) shall mean a hard-walled plastic container which can hold recyclable materials to prevent spilling by wind or other elements when set out on the right-of-ways for collection. Container size is determined by the City of Darien, sold and delivered by the Contractor.

Refuse shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), tires, textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard waste”).

Refuse Sticker shall mean a biodegradable paper stamped with the City name and the Contractor’s name providing the solid waste services for the City, and telephone number. The sticker shall represent proof of payment for collection and disposal services to be rendered by the Contractor.

Single-Family Residence shall mean a free-standing, single family dwelling unit.

Specifications shall mean specifications identified in the Contract.

Cart A plastic wheeled container in sizes ranging from 50 to 95 gallons, with tight-fitting cover, requiring semi-automatic lifting mechanism for collection, and approved by and/or supplied by the Contractor for an additional monthly charge.

Waste shall mean refuse, recyclables, yard or landscape waste and white goods.

Wet-strength Carrier Stock shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

White Goods shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

Yard waste container/unit shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or one bundle of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

Yard waste (also known as “landscape waste”) shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt Christmas trees, and greenery from wreathes and garlands shall not be considered yard waste and shall be disposed of as refuse, unless the composting facility will accept it.

CONTRACT COLLECTION SPECIFICATIONS

Refuse and Yard Waste

All eligible households located within the City’s corporate boundaries shall be provided with weekly volume based refuse and yard waste collection, utilizing a proper disposal sticker, purchased from the Contractor or the Contractor’s selected vendors in various locations within or contiguous to the City of Darien. Yard Waste collection shall begin each year on the 1st collection day in April and end on the last normal collection day in November.

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper “disposal units”. Residents of each household will be required to attach one refuse waste sticker, either through the handle or on the side of each 32/33 gallon refuse disposal unit or onto every item, container, box or

bag set out for collection, not exceeding fifty (50) pounds. The Contractor will be required to collect only properly prepared disposal units which have a disposal sticker attached. Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal provided that a disposal sticker has been attached to each unit.

Acceptable/Unacceptable Material

- (a) UNACCEPTABLE MATERIAL: The Contractor shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the Contractor is legally unable to accept, in addition to any material that is not appropriately containerized with a disposal sticker attached.
- (b) ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted including but not necessarily limited to: bulky, household fixtures, appliances, furniture and yard waste.

Yard Waste Bundled Brush

As a part of yard waste collection, all eligible households shall be provided weekly bundled brush collection on the regular collection day. Bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited) and affix the proper yard waste sticker to each bundle. The sticker for yard waste shall be identical to the sticker for garbage and refuse.

Bundled brush will be collected on regular collection days during the yearly period of time established, (1st collection day in April and end on the last normal collection day in November). Brush will be removed in a professional and efficient manner and in keeping with all applicable laws and ordinances. The Contractor further agrees to supply sufficient trucks and manpower (at the least one man per truck) to provide a high level of service.

Sticker Design and Distribution

The City has the sole authority to approve or disapprove the design and construction of Contractor's Refuse and Yard Waste stickers. Stickers must be of an approved color which should be clearly visible at dawn or at dusk by drivers. Sticker color should be changed periodically to prevent counterfeiting of same. The paper used shall be biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The stickers shall contain the Contractor's name and telephone number, state the City of Darien title and be consecutively numbered for record keeping and balancing purposes. Stickers will be delivered to retail outlets and the City upon request, by the Contractor.

The Contractor shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The Contractor shall arrange for local retail outlets to aid in the sale of the stickers. The City also agrees to act as a disposal sticker retailer for the Contractor.

The Contractor shall also make disposal stickers available through the mail (10 sticker minimum). The Contractor shall be authorized to add the cost of postage for disposal stickers sold via mail. The City shall not incur any liability for retailer's payment or other obligations to the Contractor for the stickers. The Contractor shall be solely responsible for collection of sticker sale proceeds. Customers shall have the right to purchase refuse and yard waste stickers in as small a quantity as one (1) sticker at a time.

The Contractor shall be permitted to sell stickers to retailers. The Contractor shall not charge retailers or the City for storage, handling, delivery, or any other services associated with the distribution of waste stickers. The Contractor shall have the right to cease supplying stickers to any retailer that repeatedly allows its sticker inventory to run out. Retailers will be required to pay the Contractor for any previous order of stickers before additional sticker orders are filled, except in cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers to any retailer who becomes more than thirty (30) days in arrears in making payments on its account. The Contractor shall notify the City of the names of retailers to which the supply of stickers has been suspended as soon as the suspension occurs.

Price and Collection Structure

The Contractor shall agree to provide once a week same day; refuse, recycling and yard waste collection services. Special services, emergency services and collections, bundled brush collection, fall leaf collection, and live Christmas tree collection services will be scheduled on mutually agreed upon dates.

The City reserves the right to add surcharge per sticker to defray expenses incurred by the City for administering this Contract.

Recyclable Material Program

The City of Darien's recycling material program shall remain voluntary on the part of any person receiving residential scavenger service. The Contractor shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving single-family residential scavenger service. The cost of single-family recycling collection and disposal services shall be built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard waste. All revenue collected from the sale of recyclable material shall be the property of the Contractor. The Contractor shall have representatives available to participate in community sponsored events promoting environmental awareness.

The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.

The Contractor shall collect those recyclable materials as defined in this Contract. Further, the Contractor and the City may agree that the Contractor shall provide for the collection of other recyclable material upon such terms as the parties may agree.

There shall be no limit to the number of recyclable containers or to the quantity of recyclable material that a customer may place for collection. Customers may use their existing eighteen (18) gallon blue recycling containers (single-family residential) and have the right to purchase and place for collection additional recycling containers. The Contractor shall collect from all recycling containers that have been placed for collection and shall place emptied recycling containers (single-family residential) upside down to prevent the containers from blowing about.

The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program: refuse and/or yard waste mixed with recyclables; or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkways areas.

The Contractor shall purchase and maintain a reasonable supply of eighteen (18) gallon (no less), high-density polyethylene recycling containers for single-family residential scavenger service to cover replacement for lost, damaged and stolen containers; for customers desiring additional recycling capacity; and initial containers for newly constructed residences. The City reserves the right to approve the type of containers purchased by the Contractor.

Recycling containers shall be sold to customers at a cost not to exceed a maximum charge of Eight and no/100ths Dollars (\$8.00) per container. The Contractor shall deliver the recycle containers to the customers upon their request, and shall not add an additional charge for delivery. The Contractor may, at its discretion, bill the customer for the container or deliver it on a cash on delivery basis. The Contractor shall also supply and sell to the City such recycling containers, if the City decides to sell recycling containers at the City's facilities to customers, for the same price as set forth above. The Contractor shall be responsible for delivering the containers to the specified City facility at no additional cost to the City or its customers.

The Contractor shall pick up all recyclable material placed in the recycling existing eighteen (18) gallon containers, or the recycling containers supplied by the Contractor, or any other recycling containers used by the customer. If, for operational purposes, the Contractor has difficulty identifying recycling containers used for recycling purposes, the

Contractor shall make available, at no cost, a recycling sticker or other identification mechanism, that may be affixed on the various containers used for recyclable material collection.

The City reserves the right to approve the location of the processing facility the Contractor intends to use for the separation and processing of recyclable materials collected. The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.

The City reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program.

Fall Leaf Collection and Amnesty Day Options

The City may require during each year of the contract Fall Leaf Collection and/or Amnesty Day Options at the price specified in Exhibit 1. The City of Darien shall have the choice of paying the contractor directly for Fall Leaf Collection and/or Amnesty Day or agreeing to a sticker price increase provided by the proposer in Exhibit 1.

- All eligible households located within the City's corporate boundaries shall be provided with weekly leaf collection by the Contractor during the first full week of October and end on the last collection day in November. Properly bagged leaves shall be in kraft paper yard waste bags or water-tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity. No yard waste collection sticker is required in conjunction with this special program.
- All eligible households located within the City's corporate boundaries shall be provided with one Amnesty Day pickup per year. The first two items placed out for collection will be required to have the appropriate number of stickers attached. Items covered under the "White Goods" section of the contract would not be part of Amnesty Day and would still be required to have the appropriate number of stickers attached. Construction & demolition debris in amounts over 1 cubic yard would not be part of Amnesty Day. Amounts over 1 cubic yard will be picked up at the "Special Collections" rate as submitted and billed directly to the resident

Live Christmas Tree Collection

The Contractor will provide curbside collection service of live Christmas trees two (2) weeks during the 2nd and 3rd full week in January each contract year. This collection will be done on the same day as a resident's regular scheduled pickup day. It will be the

responsibility of the Contractor to either recycle or correctly dispose of live Christmas trees. Residents will not be required to affix stickers for collection and there will be no cost to the City of Darien for this service.

The Contractor and the City will work together to educate the public with respect to the condition of the trees before they will be collected. Christmas trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. If disposable tree bags are used, a refuse sticker must be affixed to the plastic bag.

Monthly Reporting

The Contractor shall prepare and submit to the City a monthly refuse, yard waste and recycling material report, due by the 28th of the following month. The report shall include the following information for both single-family and multiple-family residential scavenger service (when provided):

REFUSE

Total weight in tons of refuse sent to landfill each month;
Name and location of the landfill facility used by the Contractor; and,
Copy of all complaints filed by the City of Darien customers during the month.

YARD WASTE

Total volume in compacted cubic yards, or weight in tons, of yard waste collected;
Name and location of the compost facility used by the Contractor; and,
Copy of all complaints filed by the City of Darien customers during the month.

RECYCLABLE MATERIAL

Total weight, in, tons of recyclable materials collected;
Name and location of processing facility used by the Contractor; and,
Copy of all complaints filed by the City of Darien customers during the month.

Consumer Education

Upon request by the City, the Contractor agrees to provide residents with such educational and service description materials and information as the City deems necessary including, but not limited to introductory written materials to be distributed to resident prior to the start of the contract. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling and yard waste collection program. There shall be no cost to the City, or its residents, for the printing and distribution of any consumer education materials.

Title to Wastes

All refuse, yard waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle.

Disposal

All refuse and yard waste collected shall be removed from the City by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

Refuse and Yard Waste Cart (65 or 95 gallon) Option

Contractor shall make available an optional Cart Rental for refuse and yard waste material. The carts and the necessary equipment will be provided by the Contractor. The Contractor shall also be responsible for collection and disposal of the cart contents. The resident will be responsible for setting carts curbside for collection on the regularly scheduled collection day.

Carts will be 64 or 96 gallon wheeled plastic containers with hinged lids or covers whereby customers pay a monthly fee as an option to participate in the curbside program.

Collection services will be once per week. There will be a written agreement between the customer and the Contractor for cart rental. The cart rental agreement shall contain language that allows the customer to cancel, without penalty, the mutual agreement for any reason provided the customer notifies the Contractor in writing thirty (30) days in advance of the last date of desired service.

Rates & Special Rates

For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed on Exhibit 1 of this Contract. After the rate changes annually in accordance with the rate schedule residents will be allowed to use stickers purchased under the previous year's cost.

For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the customer for collection and disposal into a landfill or processing facility.

Special Collections

The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be advance arrangement with the Contractor at the resident customer request. The collection cost for such services shall be based upon cubic yards and payment shall be made directly to the Contractor by the resident customer.

Contract Terms

Incorporation of Preceding Sections. The general specifications of contract, definitions, and refuse, recycling and yard waste collection specification set forth above are incorporated as terms of this Contract as if fully set forth herein.

1. Exclusive Grant / Intent

The City agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the City does, by execution of this Contract pursuant to City Code, give and grant to the Contractor, for the term of this Contract only, the sole and exclusive Class A License to collect and dispose of all solid wastes. The Contract shall include all single-family and multi-family town homes and municipal facilities as required within the corporate boundaries of the City of Darien. This grant expressly includes the right and duty to service any land annexed to the city where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein.

The City of Darien will have the option of providing the contractor the exclusive right to be the sole provider of *Roll-off Container Services* relating to each building permit issued in the City requiring such service. The City would notify those obtaining building permits of the requirements. In addition to the price shown in Exhibit 1, the contractor would assess a \$50 delivery fee for each new box delivered (one time charge per account). In exchange for this exclusive right, the contractor will provide a discount to the sticker price shown in Exhibit 1. The exclusive right may be picked up or refused by the sole discretion of the City of Darien prior to each contract year.

During the term of the contract the contractor would have the exclusive right and be required to provide solid waste and recycling services once per week for multi-family residential units constructed after the contract is approved by the City. Arc would be responsible to mail monthly invoices to applicable multi family representatives.

It is the intent of this Contract to obtain, throughout its term, clean, courteous, well-scheduled, and well-executed collection and disposal or processing of refuse, recycling and yard waste from properties in the City of Darien. While the City recognizes that any collection service involves minor customer operating problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

2. Scope of Work

The Contractor shall be responsible for everything required to be performed and shall provide and furnish all the labor, materials necessary tools, expendable equipment, and all transportation services and landfill space required to perform

and complete the collection and disposal of refuse, yard waste and recyclables, all in strict accordance and compliance with this contract.

3. Term of Contract

The term of the Contract will be four (4) years, and shall commence at 12:01 a.m. on April 1, 2011 and shall remain in full force and effect through termination at 11:59 p.m. on March 31, 2015. Upon request, the City may exercise an option to extend the contract term for an additional two (2) year period under the same terms and conditions as the initial contract and at the rates shown in exhibit 1.

4. Sticker Refund

At the end of the Contract term, and should the City select a different scavenger service, the Contractor agrees to refund to all customers, retailers and the City, the full purchase price of all refuse/yard waste stickers returned to the Contractor within ninety (90) days after the end of such term.

5. Assignment

The Contractor shall not assign or subcontract this Contract or the work hereunder, without prior written consent of the City.

6. Independent Contractor/Compliance

The Contractor is an independent contractor, solely responsible for the control and payment of its employees. However, Contractor agrees to comply with all ordinances and laws, especially with laws concerning equal opportunity in employment, and shall comply with all state and federal laws and regulations regarding Worker's Compensation and Unemployment Insurance contributions.

7. Performance Bond

The Contractor shall provide the City with a performance bond issued by a surety in an amount equal to no less than 100% of the annual value of the Contract. The bond shall be subject to City Attorney's approval and reasonably acceptable to the City Attorney.

8. Local Office

The Contractor shall maintain an office to provide customer service for residents. The office shall be equipped with sufficient telephones and personnel and shall have a responsible person in charge during collection and operation hours. This service shall be operated between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, except during listed holidays, or as otherwise agreed upon by a Contractor Director and the City. The Contractor shall identify the location of the local office and the garage area (s) that will be used to service the City of Darien.

9. Collections Units

The base unit of service shall be known as a "Collection Unit or Stop" as further set forth for residential service:

- (a) The Contractor shall collect, remove **and** dispose from every residential building unit, as defined herein, in the City of Darien, all refuse, yard waste and curbside recyclables that may be set out for collection one (1) time each week.
- (b) Residential building, unit or stop shall be **defined** as:
 - (1) Single Family dwelling;
 - (2) Multiple family dwelling units **that** may be eligible by agreement: or
 - (3) Other individually owned units **where** curbside service is possible and/or container/dumpster **are** not utilized.

10. Holidays

Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only:

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

The Contractor agrees to inform the City and its residents of changes in normal collections due to holidays by establishing a permanent holiday schedule or plan to be printed within the refuse literature.

11. Collection from City-owned Facilities and Special Community Events

At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard waste and recyclable material from all City-owned facilities as set forth in Exhibit 2 or as requested by the City.

The Contractor shall supply the City of Darien Municipal Services Department with one hundred thirty (130) twenty (20) yard dumpsters each contract year. The Contractor may choose to pay the City of Darien \$25,000 each contract year in lieu of supplying these dumpsters. Notification of a decision to pay \$25,000 in lieu of supplying the dumpsters must be made at least sixty days prior to the beginning of a new contract year.

The Contractor shall furnish, at no additional cost to the City, at each municipal building served, containers for refuse, yard waste and recyclables as requested by the City's Designated Representative, with the size to be agreed upon and determined at the Contractor's best discretion. The City reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. Any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, but no less than once per week (Exhibit 2).

City Hall – 1702 Plainfield Road
Police Department – 1710 Plainfield Road
Public Works Department – 1041 S. Frontage Road

The City may conduct or participate in special events throughout the term of the contract. At the City's request Arc agrees to provide refuse and recycling removal for up to two special events at no cost to the City or sponsoring entity.

12. Schedule and Time of Collections

The City of Darien shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the City of Darien, designating collection areas shall be made a part of this contract and approved by the City. In no case shall collection commence prior to 6:00 A.M. or continue past 6:00 P.M. on any day during the term of the contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the City.

The schedule shall not be changed without first obtaining consent from the City's designee, and not without giving a minimum of sixty (60) days written notice to all parties affected by the change. The Contractor will be required notify residents affected by the change through flyers placed on their door for three consecutive weeks prior to the change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the contract and grounds for immediate termination of the contract.

13. Schedule Adherence

If, at any time during the term of this contract, the Contractor shall collect any section of the City on a day other than the scheduled day, the Contractor shall notify the City that he is in violation of the contract. If a similar violation should occur more than once within the three week period following the week of the original violation, the City will notify the Contractor by certified mail and withhold any further payment that may be due under the contract until the Contractor has furnished evidence satisfactory to the City that the Contractor has taken necessary actions and precautions to prevent further violations. Delays that are occasioned by holidays, or by daily precipitation of two (2) inches or more of rain, or six (6) inches or more of snow, may not be considered as violations. The City Administrator or the City's Designated Representative shall be the judge of whether delays constitute a violation, or not.

14. Emergencies; Strikes

The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or the like which require additional hauling equipment by the City, the Contractor's equipment shall be placed at the disposal of the City upon request for such temporary use, provided that upon such use the City shall pay the operating cost of such equipment and labor as it is used at a price agreed to by the City and

Contractor. The City reserves the right to direct which disposal sites are to be used during an emergency.

15. Local Improvements

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

16. Taxes, Licenses and Permits

(a) The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the city or the Contractor in connection with the Contractor's facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work.

(b) The Contractor shall furnish to the City satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this contract.

17. Insurance – General Requirements

The Contractor shall carry at its own expense, the following:

(1) Worker's Compensation Insurance – Statutory amount

(2) General Liability Insurance:

(a) Personal Injury with limits of not less than \$1,000,000/\$2,000,000:

(b) Property Damage with limits of not less than \$500,000:

(c) Bodily Injury with limits not less than \$1,000,000/\$2,000,000.

(3) Auto Liability Insurance:

(a) Bodily Injury with limits not less than \$1,000,000/\$2,000,000:

(b) Property Damage with limits not less than \$500,000.

(4) Umbrella excess of \$5,000,000 each occurrence, \$5,000,000 aggregate.

(a) The Contractor shall include the City as an additional named insured in both General, Umbrella, and Auto Liability Insurance policies. All insurance premiums shall be paid without cost to the City. The Contractor shall furnish to the City a Certificate of Insurance attesting to the respective insurance coverage for the entire Contract term.

Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30-day prior written notice to the certificate holder and a new policy shall be in place.

18. Accident Prevention

Precaution shall be exercised at all times for the precaution (including employees) and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

19. Blank

20. Placement of Containers

Properly prepared refuse shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations.

The Contractor shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled City roadways. Containers will be placed, not thrown, and securely placed in such a manner that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic.

Any contents spilled on the parkways, premises, or streets are to be cleaned up in a workmanlike manner. In order to clean up, a broom and shovel will be required on each vehicle.

21. Blank

22. Replacement Damage

The contractor is responsible for damages resulting from its careless handling of any receptacle. All containers, which suffer damage caused by the Contractor, shall be replaced by the Contractor at no extra charge to the user. The containers so supplied shall then belong to the user.

23. Collection Vehicles

The contractor will operate reasonably new, well-kept vehicles within the City of Darien for services provided within this contract. All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, shall be

kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate clean up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle.

However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the City's Designated Representative, after an actual demonstration of the vehicle on the streets of Darien.

Overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or City Ordinances for vehicles, vehicle operators and specialty equipment.

24. Equal Employment Opportunity – Affirmative Action

The Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall be required to have an Affirmative Action plan, which declares that the Contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure implementation of equal employment. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. The Contractor shall file with the City a satisfactory "Fair Employment practices Affidavit". Findings of non-compliance with applicable State or Federal Equal Employment Opportunity laws and regulations can be sufficient reason for revocation or cancellation of this Contract.

25. Employees

(a) The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews.

(b) The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving.

- (c) The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the City Designated Representative.

26. Complaints Procedure

All complaints received by the Contractor shall be given prompt and courteous attention. The City and the Contractor will agree upon a formalized complaint form to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the City with sufficient forms for logging of complaints by City of Darien staff. Any complaint received by the City shall be immediately faxed to the contractor. The Contractor is required to supply the City with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.

27. Complaints

Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the City's Designated Representative so that the City and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the City.

If a missed pick up is reported by the City or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard waste from such customer within on (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the City within two (2) business days. As noted above, the Contractor shall supply to the City a copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted.

The Contractor shall cooperate with the City in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the City, or failure of the Contractor to carry out any of its contractual obligations such as but not limited to rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the City to terminate this Contract after notice and an opportunity to be heard.

28. Customer Violations of City of Darien Code

The Contractor shall have the right to notify any customer of noncompliance with the applicable Darien code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the City.

29. New Customers

The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The City agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard waste.

30. Indemnification

To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the City and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the City for its own negligence. The Proposer shall indemnify, keep and save harmless the City only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

31. Default

If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, and in the opinion of the City's Designated Representative, there has not been sufficient cause to justify such lack of observance, the City shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the City shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default. If deemed necessary by the City's Designated Representative, the City shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

32. Cancellation/Termination/Fines

The City reserves the right to cancel the Contract in the event of a material breach of contract by the Contractor. The Contractor shall be given notice by the City of a material breach of contract and be allowed an opportunity to cure the breach before termination. The period to cure shall not exceed fourteen (14) days. The City reserves the right to bring an action for equitable relief and for damages in the event of a breach of this Agreement by the Contractor. In the event the City prevails in the litigation, Contractor shall pay the City in addition to any damages awarded, the City's Attorney's fees incurred in connection with the pursuit of any litigation.

The CITY expects a high level of service to be provided to CITY residents. In the event the CONTRACTOR violates any of the following standards during the first year of the agreement, the City Administrator may assess fines against the CONTRACTOR for each incident in the amounts set forth:

- A. Failure to clean up spilled refuse, landscape waste or recyclable material within one (1) business day after notification by the CITY – One Hundred and no/100ths Dollars (\$100.00) fines for each instance and for each day the violation continues. If the spill is cleaned up by the CITY, the fine shall be One Hundred and no/100th Dollars (\$100.00) plus the cost of clean up.
- B. Early start/late finish - fine of One Hundred and no/100ths Dollars (\$100.00) per route, per day will be assessed for each instance of pick-up prior to 6:00 A.M. or after 6:00P.M. reported to the CITY.
- C. Failure to make a required pick-up – One Hundred and no/100th Dollars (\$100.00) will be assessed for failure to make a required pick-up which is not remedied within one (1) business days of receipt of complaint. An additional One Hundred and no/100ths Dollars (\$100.00) will be assessed for each day thereafter during which the pick-up is not effectuated.

The assessment of fines is to insure the quality of services provided and shall not be deemed to be a waiver or release of any other remedy the CITY may be entitled to under law. The assessment of fines shall be made by the City Administrator. The City Administrator shall assess fines once each month and notify the CONTRACTOR. The notice shall contain the following information:

- 1. Date of each violation.
- 2. Approximate location of each violation.
- 3. Nature of each violation.
- 4. Fine being assessed.
- 5. Total fine for the month.

The CONTRACTOR shall have thirty (30) days to pay the CITY any fines assessed. In the event the CONTRACTOR fails to pay any fines assessed within said time period, or, in the event of an appeal by the CONTRACTOR, after a decision by the Mayor and City Council the CITY shall have the right to draw on the Letter of Credit provided for in this Agreement for the amount of any unpaid fines. The City Administrator's decision in assessing any fine shall be final unless the CONTRACTOR appeals such decision in writing within seven (7) days after the date of the notice provided for above. Such appeal shall be made to the Mayor and City Council. The Mayor and City Council shall consider such appeal at a regular or specially called meeting at which time the CONTRACTOR shall have an opportunity to present its side of the case. The decision of the Mayor and City Council regarding any such appeal shall be final.

33. Force Majeure

1. Neither party shall be deemed in violation of this Agreement for the delay in that party's performance or failure to perform in whole or in part its obligations under this Agreement due to, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond the party's control and are not caused by negligence on the part of that party or anyone acting on its behalf; provided, however, that strikes or work stoppages by Contractor's own work forces shall not be considered events caused by circumstances beyond the Contractor's control.
2. In the event that the delay in performance or failure to perform affects only part of the Contractor's capacity to perform its obligations under this Agreement, the Contractor shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible.
3. The Contractor shall promptly notify the City in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby.

34. Blank

35. Notices

All notices hereunder shall be in writing and must be served either personally or by certified mail to:

- A. The City of Darien
ATTN: City Administrator
1702 Plainfield Road
Darien, Illinois 60561

With a copy to:
John B. Murphey
Rosenthal, Murphey & Coblenz
30 North LaSalle Street
Suite 1624
Chicago, Illinois 60602

B. The Contractor at:

INSERT CONTRACTOR CONTACT BELOW

Unless and until other addresses are specified by notice given in accordance herewith.

36. Amendment

This contract may be modified or amended by a written agreement executed by the parties or their authorized representatives.

37. Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract, so long as the material purposes of this Contract can be determined and effectuated.

38. Successors and Assigns

This contract shall be binding upon the parties, their successors and assigns.

39. Entirety

This Contract, and any exhibits attached hereto, contains the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

CITY OF DARIEN, an Illinois
Municipal Corporation,
By: _____
Mayor

(Seal)

ATTEST:

City Clerk

XXXXXXXXXXXXX, Inc.,
an Illinois corporation,
By: _____
Date: _____

(Seal)

ATTEST/WITNESS:

December 10, 2010

Dear Refuse Hauling Vendors:

The City of Darien will be accepting sealed proposals for garbage and refuse hauling beginning April 1, 2011. Included with this letter are the contract the City of Darien intends to sign along with two exhibits. Sealed proposals marked "Refuse Proposal" must be submitted at Darien City Hall, 1702 Plainfield Road, Darien, IL 60561 no later than December 30, 2010 at 3:00 pm. The proposals shall be signed by a proper official of the company submitting the proposal. By submitting a proposal the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer.

It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements of the proposal.

Within thirty days after acceptance of the proposal by the City, the awarded contractor shall furnish security for performance in for form of a performance bond or a letter of credit.

The Proposer may offer an alternative proposal not conforming to the below "Contract Collection Specifications." Such alternative proposal shall include, at a minimum, a description of all proposed services, a breakdown of the collection cost to the resident and the municipality on a weekly and yearly basis, and the term of the agreement if different from the length set forth in the contract. A mandatory tote program, in which the Proposer provides totes for customers to use, is considered an alternative proposal and may be up to ten years in length. The "Contract Terms" section of this contract will apply to any alternative proposal. The Proposer may submit both a proposal and an alternative proposal, but no more than one of each.

•
If you have any questions on this request for proposal please e-mail me at scoren@darienil.gov. Any questions and responses on the proposal will be sent to all interested parties on December 21, 2010.

Respectfully,

Scott Coren
CITY OF DARIEN
Assistant City Administrator

City of Darien

EXHIBIT 1

RATES - INITIAL PERIOD

Description of Service	Year 1 4/1/11 - 3/31/12	Year 2 4/1/12 - 3/31/13	Year 3 4/1/13 - 3/31/14	Year 4 4/1/14 - 3/31/15
Refuse Sticker price (includes recycling) to be charged to customer				
Optional Cart 64 gallon (refuse collection or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection				
Optional Cart 96 gallon (refuse collection or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection				

One Amnesty Day Collection				
Sticker Price Increase for One Amnesty Day Collection				
Bulk Items (number of stickers)				
White Goods (number of stickers)				
Cost of Recycling Bins	\$8.00	\$8.00	\$8.00	\$8.00
Special leaf collection				
Sticker Price Increase for Special leaf collection				
Special Collections (charge per cubic yard to customer)				
Sticker Price Discount for exclusive right to provide dumpsters for permitted work				
10-Cubic Yard Roll-Off Container Service (per load) includes 2 tons				
20-Cubic Yard Roll-Off Container Service (per load) includes 3 tons				
30-Cubic Yard Roll-Off Container Service (per load) includes 4.5 tons				
Disposal Rate for Roll-Off Container Service Overages (per ton)				

OPTION PERIOD

Description of Service	Year 1 4/1/15 - 3/31/16	Year 2 4/1/16 - 3/31/17
Refuse Sticker price (includes recycling) to be charged to customer		
Optional Cart 64 gallon (refuse or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection		
Optional Cart 96 gallon (refuse or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection		
Optional Cart Price 96 gallon (Yard waste collection) – Monthly fee to be charged to customer - once per week collection.		
Optional Cart Price 64 gallon (Yard waste collection) – Monthly fee to be charged to customer - once per week collection.		

One Amnesty Day Collection		
Sticker Price Increase for One Amnesty Day Collection		
Bulk Items (number of stickers)		
White Goods (number of stickers)		
Cost of Recycling Bins	\$8.00	\$8.00
Special leaf collection		
Sticker Price Increase for Special Leaf Collection		
Special Collections (charge per cubic yard to customer)		
Sticker Price Discount for exclusive right to provide dumpsters for permitted work		
10-Cubic Yard Roll-Off Container Service (per load) includes 2 tons		
20-Cubic Yard Roll-Off Container Service (per load) includes 3 tons		
30-Cubic Yard Roll-Off Container Service (per load) includes 4.5 tons		
Disposal Rate for Roll-Off Container Service Overages (per ton)		

City of Darien
EXHIBIT 2

CITY OF DARIEN MUNICIPAL FACILITIES

Darien City Hall
1702 Plainfield Road

1 – 4-Yard Covered Container
2 – 96-Gallon Recycling Totes

Darien, 60561

Darien Police Facility
1710 Plainfield Road

1 – 4-Yard Covered Container
3 – 96-Gallon Recycling Totes

Darien, 60561

Darien Public Works Facility
1041 S. Frontage Road
Darien, 60561

1 – 4-Yard Covered Containers
1 – 20 -Yard Landscape Waste seasonal)
1 – 20-Yard Dumpster (on-call basis-
maximum of 130 per year)
(Contractor may pay the City of Darien
\$25,000 in lieu of providing these
dumpsters)

The Contractor shall provide, at no cost to the City, the collection and disposal of all garbage and rubbish once each week, or more often if requested by the City. A comprehensive recycling program shall also be provided at no cost from the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with carts and containers/dumpsters to said facilities as set forth in the Contract.

CURRENT RATES

Description of Service	Year 1 4/1/09 - 3/31/10	Year 2 4/1/10 - 3/31/11
Refuse Sticker price (includes recycling) to be charged to customer	\$2.37	\$2.46
Optional Cart 64 gallon (refuse collection) - Monthly fee to be charged (includes recycling collection) once per week collection	\$15.50	\$16.00
Optional Cart 96 gallon (refuse collection) - Monthly fee to be charged (includes recycling collection) once per week collection	\$20.65	\$21.35
Yard Waste Sticker price to be charged to customer	\$2.37	\$2.46
Optional Cart Price 96 gallon (Yard waste collection) – Monthly fee to be charged to customer - once per week collection.	\$20.65	\$21.35
Optional Cart Price 64 gallon (Yard waste collection) – Monthly fee to be charged to customer - once per week collection.	\$15.50	\$16.00

One Amnesty Day Collection	\$21,520	\$22,270
Bulk Items (number of stickers or flat fee)	2 stickers	2
White Goods (number of stickers or flat fee)	5 stickers	5
Cost of Recycling Bins	\$7.00	\$7.00
Special leaf collection	\$40,390	\$41,800
Special Collections (charge per cubic yard to customer)	\$7.50	\$7.75
Price per unit per month for once-weekly “new” containerized residential units (includes recycling)	\$9.45	\$9.80
10-Cubic Yard Roll-Off Container Service (per load) includes 2 tons	\$233	\$241
20-Cubic Yard Roll-Off Container Service (per load) includes 3 tons	\$275	\$285
30-Cubic Yard Roll-Off Container Service (per load) includes 4.5 tons	\$337	\$349
Disposal Rate for Roll-Off Container Service Overages (per ton)	\$43.54	\$45.13

Allied
Waste

Contractor's Alternative Proposal

Contractor's Alternative Proposal

- Allied Waste to provide each home with two carts; one for refuse service and one for recycling collection.
- Allied Waste will assemble and distribute carts during the term of the agreement.
- This proposal provides residents the option to choose their cart size for both refuse and recycling; as a default, residents who do not place an order would receive one 65-gallon refuse cart and one 65-gallon recycling cart.
- Households owned or leased by seniors 65 years old or older are eligible for service with a 35-gallon cart at a discounted rate.
- Service includes leaf collection during October and November at no additional cost to the City of Darien.
- Darien agrees to assist Allied Waste in obtaining an accurate list for its initial billing. All occupied residences must obtain and pay for some level of automated refuse and recycling services.
- Allied Waste will invoice all residents quarterly, in advance. Residents leaving for winter months would be able to temporarily discontinue service for the period January 1st through March 31st. Temporary discontinuances must be for a minimum of one month and a maximum of three months.
- The proposal includes Roll-off Container Services as specified in the Contract Terms, Section 1 at rates found in Exhibit 1.
- Proposal assumes an initial contract term of five years with up to a five year option period by mutual agreement Allied Waste may need to make alterations in the existing service schedule.
- Alternatives and deviations found in Section 6 of our proposal would be included in a final agreement.

	Year 1 4/1/11- <u>3/31/2012</u>	Year 2 4/1/12- <u>3/31/2013</u>	Year 3 4/1/13- <u>3/31/2014</u>	Year 4 4/1/14- <u>3/31/2015</u>	Year 5 4/1/15- <u>3/31/2016</u>
35-gallon Cart (senior)	\$10.25/mo.	\$10.65/mo.	\$11.10/mo.	\$11.53/mo.	\$11.99/mo.
35-gallon Cart	\$14.75/mo.	\$15.25/mo.	\$15.75/mo.	\$16.30/mo.	\$16.95/mo.
65-gallon cart	\$17.25/mo.	\$17.75/mo.	\$18.30/mo.	\$18.95/mo.	\$19.50/mo.
95-gallon cart	\$20.25/mo.	\$20.85/mo.	\$21.48/mo.	\$22.10/mo.	\$22.80/mo.
Stickers	\$2.50	\$2.60	\$2.70	\$2.85	\$2.95

Schedule of Alternatives and Deviations

Schedule of Alternatives and Deviations

1. Definitions

- a. "Recyclables or Recyclable Materials": We are respectfully requesting that the polystyrene (#6) be removed from the list of accepted materials. There has been no regular market for polystyrene collected in curbside collection programs for some time. Allied Waste would be happy to provide documentation regarding lack of markets for polystyrene and to include should regular markets be established.
- b. "Waste": We are respectfully requesting that this definition be revised. We are suggesting that it say, "Waste shall mean non-hazardous refuse, recyclables, yard or landscape waste and white goods, but not including any Unacceptable Material."
- c. "Unacceptable Material": We are respectfully requesting that a slightly revised definition of unacceptable material be included in the Definitions section and suggesting that it say, "Unacceptable Material shall mean highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive/and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which can not be legally accepted at the applicable disposal facility."
- d. "Hazardous Waste": we are respectfully requesting that a new definition be added to this section for Hazardous Waste. We are suggesting that it say, "Hazardous Waste means waste defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination."

2. Contract Collection Specifications, Acceptable/Unacceptable Material:

"Unacceptable Material": We are respectfully requesting that this definition be revised. We are suggesting that it say, "The Contractor shall refuse to collect Unacceptable Material in addition to any material that is not appropriately containerized with a disposal sticker attached." This would allow a more specific definition of unacceptable waste to be included in the Definitions section.

3. Contract Collection Specifications, Title to Wastes: An additional provision needs to be included for Unacceptable Material. "Title to and liability for Unacceptable Material shall always remain with the generator of such waste, irrespective of the delivery to, inspection by, and/or acceptance by the Contractor."
4. Contract Terms, Term of Contract, Section 3. Contract extensions shall be by mutual agreement.
5. Contract Terms, Collection from City-owned Facilities and Special Community Events, Section 11. Based on discussion with the city, it is our understanding that the 20 yard roll off container for landscape waste located at the Darien Public Works facility would be serviced weekly during the seasonal yard waste period.
6. Contract Terms, Emergencies; Strikes Section 14 We are not in a position to agree to placing our equipment under the control of the city as it is not allowable under our insurance policies and could affect our ability to treat all our customers equitably. Allied Waste has always responded in a timely and effective manner to all emergency requests by the City of Darien.
7. Contract Terms, Insurance Section 17 (4) (a) We are respectfully requesting that this clause be revised to read, "The Contractor shall include the City as an additional insured."
8. Contract Terms, Default, Section 31 We are not in a position to agree to allow the City to take over all our equipment and facilities for a period of up to one hundred twenty (120) days from the date of notice of default. It is not allowable under our insurance policies and might affect our ability to treat all of our customers equitably.
9. Contract Terms, Change in Law. We would need to include a provision regarding a change in law that affects the work done under the agreement. A sample provision is attached.
10. Contract Terms, Fuel Cost Provision. Due to uncertainty in regard to fuel prices we would need to include a fuel cost provision in the agreement. A sample provision is attached.

Sample Contract Provisions

Fuel Cost Provision

After the effective date of the Contract, should the average cost of diesel fuel for a period beginning October 1st and ending December 31st exceed four dollars (\$4.00) per gallon during the term hereof, (hereinafter referred to as the "Fuel Expense Increase"), Contractor may, at any time after verification of said Fuel Expense Increase, provide the City with a written request for an increase in the monthly rates for refuse and yard waste toters and the price of the refuse and yard waste sticker imposed hereunder (hereinafter the "Fuel Request"), effective on the following April 1st. Any such Fuel Request shall be in writing and shall provide, in detail, the following information:

- (1) the calculations relative to the price per gallon for diesel fuel during the period of October 1st through December 31st;
- (2) calculations demonstrating how the Fuel Expense Increase impacts the cost of the services being provided by Contractor hereunder; and
- (3) the proposed revised monthly rates and sticker prices as a result of the Fuel Expense Increase.

Within thirty (30) days of the receipt of any such Fuel Request, the City and Contractor shall meet to discuss the Fuel Request, and determine what revisions, if any, should be made to the monthly rates and sticker prices as a result of the Fuel Expense Increase. In regard to said Fuel Request, the City may request, and Contractor shall provide in response thereto, additional documentation or information that the City deems necessary to assist in the City's analysis of the Fuel Request. The approval of any increase in the monthly charges, as a result of any Fuel Request, (hereinafter referred to as the "Fuel Increase"), shall not be unreasonably withheld and which the City agrees to exercise in a reasonable manner.

In the event the average cost of diesel fuel, during the period beginning October 1st and ending December 31st immediately following a Fuel Increase is four dollars (\$4.00) or less, the monthly charges for refuse and yard waste toters and the price of the refuse and yard waste sticker shall be adjusted to eliminate the Fuel Increase there from.

Change of Law

The City and Contractor agree to negotiate in good faith should a change in law occur. For the purposes of this section a change in law shall be defined as (i) the enactment, adoption, promulgation or modification of any federal, state or local law ordinance, code, rule or regulation; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; provided that such event materially changes the costs or ability of the Contractor to carry out its obligations under this Agreement and establishes requirements which are materially more burdensome than or in addition to the applicable requirements in effect on the date the Agreement is executed.

DISPOSALL WASTE SERVICES, LLC

6201 Canal Bank Road
Forest View, Illinois 60402
Phone 708-458-9800 Fax 708-458-0625

December 28, 2010

Mr. Scott Coren
Assistant City Administrator
City of Darien
Darien City Hall
1702 Plainfield Road
Darien, Illinois 60561

RE: Recycling and Refuse Proposal

Dear Mr. Coren:

Enclosed herewith are two proposals from DisposAll Waste Services, LLC. They both provide for recycling of materials and the collection and disposal of that portion of household refuse for which recycling is currently impractical.

The first proposal conforms to the proposal specifications and contract terms outlined in the RFP transmitted under your cover letter of December 10, 2010.

The second proposal deals with elements which will in our opinion:

1. Increase both the quantity and quality of materials collected for recycling by:
 - * making the activity more convenient for homeowners
 - * providing recycling carts larger than refuse carts
 - * protecting cardboard, newsprint, and other fiber from being affected by rain, snow, or wind
2. In most cases, completely eliminate the need for homeowners to purchase and affix stickers for non-recyclable materials and even yard waste; and
3. Improve the appearance of City streets on waste collection days by having carts of uniform appearance at each home on the street.



Darien Recycling and Refuse Proposal

Under this second, or alternate proposal, DisposAll will furnish each collection unit with two carts, a 95 gallon cart for recyclables and a 65 gallon cart for refuse. Homeowners will be furnished 65 gallon carts, if desired, due to space limitations. Sometimes senior citizens simply require less capacity due to household size and consumption.

On the basis of our recent experience as residential hauler for Justice, Illinois, the furnishing of recycling carts to replace bins raised recycling rates immediately by more than 50%.

The larger capacity cart for recyclables emphasizes the importance of the activity, and the large, convenient covered cart improves the quality of the materials and the appearance of the streetscape on collection day.

Both carts will have identical colors for the trunk, with recycling carts having contrasting lids to differentiate their function.

Stickers will be minimized or eliminated since each cart—recycling and refuse—will be fitted with a chip to identify the location and differentiate between refuse and recycling.

Remote sensing in the collection truck allows the cart tip to be "read" by the radio receiver and the collection unit to be billed for refuse each time the refuse cart is tipped.

Recyclables will be tracked but not billed. This provides incentive to recycle more, and it is already built into your current system. Use of the cart reader will enable the capturing of precise data on refuse and recycling.

Disposal of yard waste can be accomplished by the homeowner purchasing a third 65 gallon container for vegetative material and paying the same price as for refuse, or by affixing a sticker as currently required for bags or bundles of yard waste. Homeowners can have a yard waste cart, if desired, and never purchase another costly biodegradable bag or sticker again.

Collection of bulk items, white goods and special collections will be arranged by call-in appointments and added to the subsequent monthly customer billing.

All collection units will receive a base billing each month, augmented by billing for refuse or special items arranged with the company.

**Darien Recycling
and Refuse Proposal**

Base billing covers the furnishing and deployment of carts with RFIDs, and billing can be summarized as follows:

Base Billing (two carts included):	\$ 5.00/mo.
Recyclables:	No charge
Refuse Collection (per cart tip):	3.00/tip
Yard Waste (Add \$12/yr for cart)	3.00/tip
Or yard waste sticker @	2.40/ea
Bulk Items (Billed, or 5 stickers):	15.00/ea (if billed)
White goods (Billed, or 7 stickers):	21.00/ea (if billed)
All Other Services:	Per Base Bid

We are enclosing videos and hard copy descriptions of the cart and RFID program which was developed specifically for volume based billing programs and improving recycling while minimizing customer inconvenience.

We would be pleased to respond to your questions.

Very truly yours,



Al Huisman
President

ALTERNATE PROPOSAL SUMMARY

The alternate proposal will transition your community to an automated 2-cart system for weekly refuse and every other week (EOW) recycling service. Each customer will be provided a refuse and recycling cart (64 gallon or 96 gallon). Refuse stickers will no longer be required.

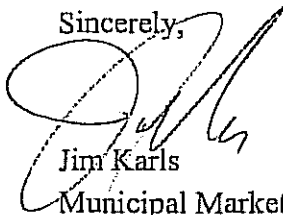
Seasonal yardwaste service will require yardwaste stickers for customer owned bags and cans or have the option to rent a yardwaste cart (64 gallon or 96 gallon), which requires no sticker for all materials contained in the cart.

Implementing an automated collection system with carts to include EOW recycling service has proven to reduce the amount of refuse and increase recycling. Another step in enhancing livability through sustainability to navigate Darien to a "Green Economy". And to that end, Waste Management will provide the City with the following additional services at no cost:

- 1) Waste Management will include as part of our proposal, two (2) Solar Powered Compactors (valued at \$8000.00) to be given to the City at no cost with the City taking ownership.
- 2) Waste Management will offer the City the opportunity to initiate a "Bagster" program to generate a new revenue source for the City.
- 3) Waste Management will put in place our "Waste Watch" program in the City to support the efforts of the City Police Department.

The alternate proposal specifications and rates are included in "Exhibit 1 - Alternate Collection Specifications".

Sincerely,



Jim Karls

Municipal Marketing Manager

City of Darien

EXHIBIT 1 – Alternate Collection Specifications

RATES - INITIAL PERIOD

Description of Service	Year 1 4/1/11 - 3/31/12	Year 2 4/1/12 - 3/31/13	Year 3 4/1/13 - 3/31/14	Year 4 4/1/14 - 3/31/15
Monthly rate per customer which includes one (1) 64 gal. or 96 gal. cart for weekly refuse collection and one (1) 64 gal. or 96 gal. cart for every other week (EOW) collection of recyclables.	\$15.68	\$16.30	\$16.95	\$17.62
Yard Waste Sticker Price for once a week collection	\$2.50	\$2.60	\$2.70	\$2.80
Monthly rate for optional 64 gal. or 96 gal. cart for weekly yard waste collection	\$6.00	\$6.50	\$7.00	\$7.50

One Amnesty Day Collection	\$20,000.00	\$20,500.00	\$21,000.00	\$21,500.00
Sticker Price Increase for One Amnesty Day Collection	N/A	N/A	N/A	N/A
Bulk Items (number of stickers)	N/A	N/A	N/A	N/A
White Goods (number of stickers)	N/A	N/A	N/A	N/A
Cost of Recycling Bins	N/A	N/A	N/A	N/A
Special leaf collection	\$45,000.00	\$46,000.00	\$47,000.00	\$48,000.00
Yard Waste Sticker Price Increase for Special leaf collection	\$0.15	\$0.15	\$0.15	\$0.15
Special Collections (charge per cubic yard to customer)	\$15.00	\$15.00	\$15.00	\$15.00
Sticker Price Discount for exclusive right to provide dumpsters for permitted work	N/A	N/A	N/A	N/A
10-Cubic Yard Roll-Off Container Service (per load) includes 2 tons	\$250.00	\$260.00	\$265.00	\$275.00
20-Cubic Yard Roll-Off Container Service (per load) includes 3 tons	\$325.00	\$335.00	\$345.00	\$355.00
30-Cubic Yard Roll-Off Container Service (per load) includes 4.5 tons	\$425.00	\$440.00	\$450.00	\$465.00
Disposal Rate for Roll-Off Container Service Overages (per ton)	\$50.00	\$50.00	\$50.00	\$50.00

OPTION PERIOD

Description of Service	Year 1 4/1/15 - 3/31/16	Year 2 4/1/16 - 3/31/17
Monthly rate per customer which includes one (1) 64 gal. or 96 gal. cart for weekly refuse collection and one (1) 64 gal. or 96 gal. cart for every other week (EOW) collection of recyclables	\$18.32	\$19.05
Yard Waste Sticker Price for once a week collection	\$2.90	\$3.00
Monthly rate for optional 64 gal. or 96 gal. cart for weekly yard waste collection	\$8.00	\$8.50

One Amnesty Day Collection	\$22,000.00	\$22,500.00
Sticker Price Increase for One Amnesty Day Collection	N/A	N/A
Bulk Items (number of stickers)	N/A	N/A
White Goods (number of stickers)	N/A	N/A
Cost of Recycling Bins	N/A	N/A
Special leaf collection	\$49,000.00	\$50,000.00
Yard Waste Sticker Price Increase for Special Leaf Collection	\$0.15	\$0.15
Special Collections (charge per cubic yard to customer)	\$15.00	\$15.00
Sticker Price Discount for exclusive right to provide dumpsters for permitted work	N/A	N/A
10-Cubic Yard Roll-Off Container Service (per load) includes 2 tons	\$280.00	\$290.00
20-Cubic Yard Roll-Off Container Service (per load) includes 3 tons	\$365.00	\$375.00
30-Cubic Yard Roll-Off Container Service (per load) includes 4.5 tons	\$480.00	\$490.00
Disposal Rate for Roll-Off Container Service Overages (per ton)	\$50.00	\$50.00

City of Darien
EXHIBIT 2

REFUSE HAULER – 2010 SURVEY OF SURROUNDING MUNICIPALITIES

Municipality	Downers Grove	Darien	Lemont	Willowbrook	Woodridge 2008 Agreement with WM
Contact Person	Michael Baker	Scott Coren	Rose Yates	Phil Modaff	Jeff Moline
Hauler	Arc	Arc	WM	Arc	WM
Volume Based (Sticker)	X	X	-		X
Flat Rate	-	-	X	X	-
Unique Items under Contract.	NA	Exclusive Dumpster Service – Community, including developers, must use Arch for Dumpsters.	NA	Cart System- resident chooses size of cart & pays related monthly fee. 1 free bulk item per week.	Produce a Newsletter Piece
Year Contract Last negotiated	2007	2005	2007	2007	N/A
Length of contract	3 Years (with option for 2 Additional Years)	2005 for 5 Year	7 Years	2008 for 4 Years	5 Year Agt with 5 optional one (1) year renewals
Contract termination?	2011	2009/10	2014	2011	2013
Renewal Term – Allow for Increase or Fuel Surcharge	NA	NA	Contract calls for a \$2.65 per gallon – surcharge/ or .03 per residence/per	Fees dictated to increase 3% annually.	

			month. If fuel drastically increases, they can increase the rate.		
2008	2.85	2.30	18.75	17.03 (based on 65 gal totter plan)	2.85
2009	2.96	2.37	19.73	17.54	2.85
2010	3.08	2.46	20.92	18.06	2.98
2011	NA	NA	22.17	18.61	3.11
2012	NA	NA	23.39	NA	3.24
2013	NA	NA	24.33	NA	3.38
Landscape Waste	2.85	2.30	2.50	2.50-may purchase Refuse Cart and be billed quarterly for 9 mos.	Same as Refuse
Landscape Sticker (out years)	4%	Refuse pricing	In 2012 – increase to \$2.75		Refuse \$
Senior Discount	NA	NA	Seniors that own/ \$2.00 off monthly rate.	NA	NA
Amnesty Day	1 Day	One Amnesty Day collected by Hauler but subsidized by the Village at \$20,085 for 2008. Escalates 3.5% each year.	No	1 Day	(1) Day Stickers on first five items, then all additional are free.
Are Toters provided?	No	Resident can	64 gallon for	Yes. Cart	Lease or purchase

		contract individually with Arch. Established Rate: 2008 - 64Gal=\$14.45/mo.; and 96 Gal=\$19.30/mo.). Escalates each year by 3.5%.	Refuse. 43 Gallon for Recycling	Provided for Refuse & Recycling. Carts (Toters) have closing lids.	from Contractor. Recycling Bins = \$8.00 for 20 gallon bin
White Goods	One (1) Sticker per 50lbs. Must call ahead.	5 Stickers (2 Stickers for Bulk Items)	Contract separately; bulk under the rate.	1 bulk item per week incl.	\$20.00
Leaf Collection Program by Hauler?	6 Week Collection of Bagged – No Sticker. Hauler bills the Village directly \$135,000	Village subsidizes by paying the Hauler directly \$37,700, with a 3.5% escalator each additional year for free collection.	Oct 15 – Nov 30, Free landscape Collection. Leaves must be bagged.	NA	Oct 15 – Nov 30, Free landscape Collection. Leaves must be bagged.

*Downers Grove's rate + \$135,000 subsidy paid by the Village for annual Leaf Collection.

**Darien's rate + subsidized by the Village for Leaf Collection @ \$37,700 and for Amnesty Day @ \$20,085.

***Lisle is currently in negotiations/renewal process.

Volume Pricing Breakdown – Years 1 and 4 of Contract

Sticker Pricing	Allied Waste		DisposAll Waste		Veolia Environmental		Waste Management	
Base Sticker Price	\$3.10	\$3.80	\$3.76	\$4.12	\$2.79	\$3.18	\$3.65	\$3.95
Inc Fall Leaf Pickup	+.18	+.21	+.04	+.07	+.10	+.13	+.15	+.15
Inc Amnesty Day	+.13	+.16	+.05	+.08	+.20	+.23	+.05	+.05
Inc Exclusive Dumpsters	-.15	-.15	-.01	-.01	0	0	-.05	-.05
Bulk Items	2 stickers		5 stickers		2 stickers		2 stickers	
White Goods	5 stickers		7 stickers		5 stickers		5 stickers	
Optional Tote Pricing								
64 Gallon Tote (Monthly)	\$17	\$20	\$14.50	\$15.86	\$17.85	\$20.37	\$17.00	\$18.50
96 Gallon Tote (Monthly)	\$22.20	\$24.75	\$19.00	\$20.76	\$21,85	\$24.93	\$20.00	\$21.50
Other City Services								
Fall Leaf Pickup	\$43,900	\$50,800	\$16 K	\$17,500	\$45,000	\$51,353	\$45 K	\$48 K
Amnesty Day	\$31,500	\$38,000	\$19 K	\$20,700	\$75,000	\$85,588	\$20 K	\$21 K
Special Collections (yd3)	\$10	\$18	\$6	\$6.58	\$8	\$9	\$15	\$15
Dumpster Pricing								
10 Yard Rolloff (2 ton)	\$241	\$267	\$220	\$240	\$240	\$275	\$250	\$275
20 Yard Rolloff (3 ton)	\$285	\$315	\$250	\$273	\$285	\$325	\$325	\$355
30 Yard Rolloff (4.5 ton)	\$349	\$387	\$270	\$295	\$350	\$400	\$425	\$465
Service Overages (per ton)	\$46	\$51	\$40	\$43.70	\$45	\$51	\$50	\$50

AGENDA MEMO
Administrative/Finance Committee
Meeting Date: January 10th, 2011

ISSUE STATEMENT

Approval of proposal for Auditing Services.

BACKGROUND/HISTORY

The staff solicited proposals for auditing services as the current agreement expired with the 09-10 audit. Three proposals that were received are as follows:

<u>FIRM</u>	<u>FYE 11</u>	<u>FYE12</u>	<u>FYE13</u>	<u>FYE14</u>
Sikich	\$ 21,650	22,200	22,775	23,350
Virchow	\$ 24,725	25,230	25,750	26,300
Wolf	\$ 28,200	28,900	29,600	30,400

Our current auditing firm, Sikich, provided the lowest cost proposal. During previous audit discussions the City discussed the pros and cons of switching auditing firms every 3 to 4 years. Staff considers the cost savings significant enough to continue with Sikich. In addition, Sikich has provided satisfactory service over the last four years.

The proposal summaries are attached. Please note that the attached proposals from Virchow and Wolf are slightly higher than the numbers above. These two original proposals were reduced based on the City not submitting for the GFOA audit review/award.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approval of the 4 year proposal from Sikich for auditing services.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This will be placed on the January 17th, 2011, City Council meeting for formal consideration.

DOLLAR COST PROPOSAL

Proposal Cost Summary

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
AFR, Management Letter and Annual Financial Report (AFR)	\$ 21,650	\$ 22,200	\$ 22,775	\$ 23,350

These fees assume that the City will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances. These fees do not include the cost to implement any new GASB pronouncements during the duration of the proposal.

We invoice our clients on a monthly basis as services are provided. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty (60) days of receipt of an invoice. Invoices not paid within sixty days are assessed a finance charge of one (1) percent per month (12% annually).



Proposed Fees

Our proposed fees are based on the assumption that there will be minimal client initiated or audit adjusting entries posted to the general ledger once fieldwork commences. Our fees do not include bookkeeping or accounting assistance for preparation of audit work papers. We are sensitive to cost control and have always worked diligently to minimize our fees through adequate planning, detailed client audit or review preparation lists, and other means; all while maintaining high quality standards.

Partners, managers, or high-level seniors will perform a significant portion of the total audit hours. We believe this demonstrates our commitment to provide highly trained and experienced individuals to your engagement.

Total All-Inclusive Fees

Service	2011	2012	2013	2014
Annual financial audit	\$25,325	\$25,830	\$26,350	\$26,900
Darien Area Dispatch Center	3,000	3,060	3,125	3,200
Total	\$28,325	\$28,890	\$29,475	\$30,100

Fees for any service can vary due to factors such as hourly billing rates, mix of staff and actual hours of performance. A low fee is not a bargain if adequate attention is not given to the client or the service is less than that which the professional should provide.

Out-of-pocket costs are included in the maximum dollar amount stated above.

Our not-to-exceed fees are all-inclusive and include any travel or out-of-pocket expenses. These fees include services related to the annual audit of the City's and Darien Area Dispatch Center's financial statements and providing a report on internal control and any recommended improvements.



Professional Hours and Fees

Estimated Hours and Fees

Our fee estimate is based on the understanding that the City will provide supporting documents and schedules to assist with the audit. We will provide a list of requested schedules during the planning stage. The City will generally provide support for all material balance sheet account balances and major revenue/expenditure accounts.

The total estimated hours for this engagement are 285. These hours are detailed by level and project stage on page 17 of this proposal.

Our fee schedule is shown below.

FIRM NAME: Wolf & Company LLP

Fees	4/30/11	4/30/12	4/30/13	4/30/14	Total
Audit fee (includes CAFR Preparation (all Financials and Notes/ Disclosures)	\$28,800	\$29,500	\$30,200	\$31,000	\$119,500
State Comptroller's Office - AFR Prep and Submittal	\$400	\$400	\$400	\$400	\$1,600
Darien Area Dispatch Center	\$2,000	\$2,050	\$2,100	\$2,150	\$8,300
Fees without Single Audit	\$31,200	\$31,950	\$32,700	\$33,550	\$129,400
Single Audit (if applicable)	\$2,600	\$2,700	\$2,800	\$2,900	\$11,000
Total Fees with Single Audit	\$33,800	\$34,650	\$35,500	\$36,450	\$140,400

My signature below confirms that I have been granted authority by my firm/employer to submit the enclosed proposal for auditing services and not-to-exceed annual fee amounts for the five year term as noted above. I, and my firm, agree and understand that this proposal submittal does not obligate the City of Darien in any manner. Further, if City of Darien selects my firm for auditing services, it is understood that a contract must be presented to and approved by City Council and that the contract between the City and auditing firm must allow the City to terminate said contract prior to expiration with reasonable notice.

John C. Ladd, Partner
Signature and Title

Dec 10, 2010
Date

AGENDA MEMO
Administrative/Finance Committee
January 10, 2011

ISSUE STATEMENT

Consideration to continue service with Clarke Mosquito for an additional three years.

BACKGROUND/HISTORY

Clarke Mosquito has been the contractor to control mosquito populations for the City of Darien for many years. Until 2008 there was no competitor for municipal mosquito control in Illinois. At this time Vector Disease Control began bidding on contracts once owned by Clarke. In 2008 Clarke offered the City of Darien pricing on mosquito abatement, which was turned down and the contract sent out to bid. During the bid process, Clarke still had the lowest bid, but it was higher than their original offer. Clarke agreed to move back to their original pricing, but only if the City of Darien agreed to a three year deal instead of a one year proposal.

Vector Disease Control is still operating in Illinois, but has contracts for larger entities such as the City of Chicago and Lake County. They would still consider bidding this contract. However, their previous bid was \$45,836.60 for 2008, which is nearly \$5000 higher than Clarke's offer. If the City of Darien goes out to bid again, Clarke may bid a higher rate and the City may be forced to pay a higher price.

Clarke has offered to the City of Darien three year pricing of \$40,887 for the first two years and an increase equal to the regional CPI for the third year.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends entering into a three year contract with Clarke Mosquito at these terms.

ALTERNATE CONSIDERATION

Going to bid would be an alternate consideration.

DECISION MODE

This item will be on the January 17, 2011 City Council meeting for formal approval.



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January 4, 2011

Mr. Scott Coren
Assistant to the City Administrator
City of Darien
1702 Plainfield Road
Darien, IL 60561

Dear Mr. Coren:

In many ways, 2010 was the perfect storm for mosquitoes in Illinois. As the 8th wettest and 8th warmest summer on record, northern Illinois experienced flooding and the ideal conditions for mosquito development. Every major news outlet ran at least one story about the tremendous mosquito populations plaguing the Chicago area. In addition, the state has documented 61 human cases of West Nile Virus during the 2010 season.

As discussed, Clarke Environmental Mosquito Management, Inc. hereby proposes to continue to provide the professional mosquito control services to the City of Darien in 2011-2013 in accordance with the terms of the contract in effect for 2010. The price for the 2011 and 2012 seasons shall be held at the 2010 level of \$40,887.00. The price increase for 2013 season will not exceed the locally established Consumer Price Index (C.P.I.).

A NPDES (National Pollutant Discharge Elimination System) permit may be necessary for the execution of the work for mosquito control. Any costs associated with such a permit are not included in this proposal. Also, since final regulation requirements were not finalized when this proposal was presented, any additional and/or incremental activities or services that may be required by the applicator in order to comply with an NPDES permit are not included in this proposal.

As your committed partner in mosquito control we thank you for the opportunity to continue to provide services to the City of Darien.

Sincerely,

A handwritten signature in black ink that reads "Tom Kessler".

Tom Kessler
Control Consultant