

VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 10-1846

**AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN
THE VILLAGE OF BOURBONNAIS, ILLINOIS AND ALLIED WASTE OF MOMENCE.**

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS
THIS 23 DAY OF March 2010.

Published in pamphlet form by authority of the Board of Trustees of the Village of
Bourbonnais, Kankakee County, Illinois this 24 day of March, 2010.

ORDINANCE NO. 10-1846

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF BOURBONNAIS, ILLINOIS AND ALLIED WASTE OF MOMENCE.

WHEREAS, the Village of Bourbonnais, Kankakee County, Illinois, an Illinois municipal corporation, hereafter referred to as the "Village", has negotiated an Agreement for residential refuse collection and disposal, hereafter referred to as the "Agreement", with Allied Waste of Momence, hereafter referred to as "Contractor"; and

WHEREAS, the Agreement is attached hereto as Exhibit "A" and made part hereof; and

WHEREAS, the Corporate Authorities believe that having a contractor provide services for collection and disposal of residential refuse is in the best interests of the Village and its citizens; and

WHEREAS, the statutes of the State of Illinois, including but not limited to the Illinois Municipal Code 65 ILCS 5/1-1-1 et. seq. generally authorize the Village to enter into such agreements; and

WHEREAS, the Illinois Municipal Code at 65 ILCS 5/11-19-1 and 65 ILCS 5/4-5-11 allow the Village to enter into such agreements; and

WHEREAS, The Corporate Authorities having fully read and reviewed the attached Agreement find that it is reasonable and necessary for the Agreement to be approved, authorized and ratified by this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The foregoing recitals shall be and are hereby incorporated into and made part of this Ordinance as though they were fully set forth in this Section 1.

Section 2. That the Corporate Authorities have examined the attached Agreement and the surrounding circumstances at this time and believe that it is reasonable and necessary to approve, authorize and ratify the Agreement, therefore said Agreement is approved.

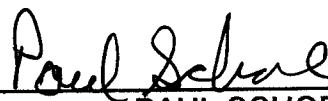
Section 3. The President and anyone he designates shall have the authority to execute any and all necessary documents and take any additional steps necessary to carry out the intent of this Ordinance,

Section 4. Should any provision or section of this Ordinance be declared invalid by any Court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part hereof other than the part so declared to be invalid

Section 5. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

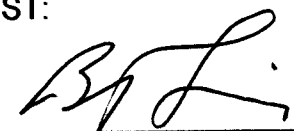
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bourbonnais, Kankakee County, Illinois this 23rd day of March, 2010 by the following vote:

Trustee Residori	Aye - _____	Nay - <u>✓</u>	Absent - _____
Trustee Amiano	Aye - <u>✓</u>	Nay - _____	Absent - _____
Trustee Greenlee	Aye - <u>✓</u>	Nay - _____	Absent - _____
Trustee Byrne	Aye - <u>✓</u>	Nay - _____	Absent - _____
Trustee Baranowski	Aye - <u>✓</u>	Nay - _____	Absent - _____
Trustee Fischer	Aye - <u>✓</u>	Nay - _____	Absent - _____
TOTALS:	AYE - <u>5</u>	NAY - <u>1</u>	ABSENT - <u>0</u>



PAUL SCHORE
Village President

ATTEST:



BRIAN SIMEUR
Village Clerk

Prepared by
The Law Offices of Patrick T Dunn P.C.
200 East Court Street, Suite 700
Kankakee, Illinois 60901

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the "Municipality"), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 23rd day of March 2010, insofar as the same relates to the adoption of a Ordinance numbered and entitled:

ORDINANCE NO. 10-1846

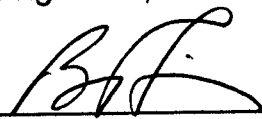
AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF BOURBONNAIS, ILLINOIS AND ALLIED WASTE OF MOMENCE.

a true, correct and complete copy of which Ordinance as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality's seal, this 25 day of MARCH, 2010.

(SEAL)



Village Clerk

EXHIBIT A
ATTACHED AGREEMENT

**RESIDENTIAL REFUSE COLLECTION AND DISPOSAL AGREEMENT BETWEEN THE
VILLAGE OF BOURBONNAIS AND ALLIED WASTE OF MOMENCE.**

THIS AGREEMENT, made and entered into this 23rd day of March, 2010 , by and between the Village of Bourbonnais, an Illinois municipal corporation (hereinafter called the "Village"), and Allied Waste Transportation Inc. d/b/a Allied Waste Services of Momence, qualified to do and actually doing business in the State of Illinois (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Contractor is authorized to do business in the County of Kankakee and the State of Illinois concerning removal and disposal of refuse; and

WHEREAS, Contractor has access to licensed landfill operations; and

WHEREAS, the Village of Bourbonnais requires collection of its citizens' refuse on a regular basis; and

WHEREAS, the Village of Bourbonnais requested proposals concerning collection of refuse for residents of the Village, and Contractor made the best and lowest responsible proposal.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. **INCORPORATION OF RECITALS:** The above recitals are found to be true and correct and are hereby made part hereof this agreement as if fully set forth in this number 1.
2. **FRANCHISE.** The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Village and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Contract for Residential Trash Service, Municipal Facilities, Residential Recycling Service and Residential Yard Waste Service from all residential units in the Village of Bourbonnais.
3. **LICENSE AND TAXES.** Contractor shall be solely responsible to obtain all licenses and permits necessary for the successful performance of this Agreement. The Contractor shall also pay any and all Federal, State and local taxes, including sales tax, social security, workers' compensation, unemployment insurance, and any other tax or fee which may be chargeable against labor, material, equipment or real estate.
4. **NATURE AND EXTENT OF SERVICES- WORK DISRUPTIONS.** Contractor shall carry out its responsibilities of refuse collection and disposal under this agreement in a prompt and efficient manner in order to promote the public's health and safety..

5. **TIME OF SERVICE.** Contractor shall not begin any residential collection prior to 7:00 am CST. All collection work shall be completed before 6:00 pm CST.
6. **COMPLAINTS.** Contractor has been informed that the Village desires complaints to be handled in an efficient yet friendly manner. Contractor shall maintain a telephone number for the receipt of service calls on all business days from 8:00 am to 4:30 pm CST. All complaints and requests shall be given prompt courteous attention. Contractor shall investigate all complaints of scheduled collections that were missed by the Contractor. If scheduled collections were missed by the Contractor, Contractor shall arrange for the pick-up thereof within twenty-four (24) hours after the complaint is received. Contractor shall coordinate with the Village to adjust complaints which may be received by the Village and to promptly report actions and decisions taken and made on previous complaints.
7. **CONTRACTOR DAMAGE:** Any refuse or garbage spilled by the Contractor on any street shall be picked up prior to leaving the collection site. No personnel shall cross through the rear or front yards from one resident to another, or cross fences or shrubbery. Contractor shall be responsible for any damages created by its employees including but not limited to mailboxes and yards. After emptying, containers shall be placed at the same location as found prior to emptying, and shall further be placed in the same location with covers placed on all containers.
8. **EMPLOYEES OF CONTRACTOR:** Contractor agrees to perform all services in a neat, orderly and efficient manner. Contractor shall use due care and diligence in the performance of this agreement. Contractor shall provide neat, orderly and courteous employees and personnel. Contractor shall prohibit the drinking of alcoholic beverages and use of controlled substances by its drivers and crews on duty and in the course of the performance of their duties hereunder. Contractor shall not allow any driver or crew members to be working while intoxicated or under the influence of any intoxicating beverage, drug and/or controlled substance.
9. **EQUIPMENT:** Contractor shall exclusively use enclosed leak proof, packer-tight disposal bodies for all services involving food wastes and/or yard wastes. Contractor shall not allow litter to scatter or spread as a result of Contractor's services provided within the Village. All equipment shall be painted with no rust showing. Vehicle equipment is to be fully equipped with original equipment to meet federal, state and local laws. Any cab, chassis or packer body in excess of two years of age may be inspected by the Village for compliance with this paragraph. No advertising signs shall be displayed on any of the vehicles or equipment used in the performance of this contract except the name, address and telephone number of the Contractor. Contractor shall provide a list of all equipment to be used and said list shall be updated regularly.
10. **COMPLIANCE WITH AUTHORITY:** Contractor shall comply with all applicable laws, regulations, rules, statutes and ordinances promulgated by any federal, state, county municipal or other governmental unity, regulatory body or entity now in effect or which may be in effect during the performance of work hereunder including but not limited to Chapter 14 of the Village of Bourbonnais Code of Ordinances, all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, worker's compensation laws, bid rigging laws, prevailing wage laws, the Social Security Act, the Illinois Department of Human Rights, the Human Rights Commission, EEOC,

OSHA, and any and all applicable State and Federal EPA statutes, rules and regulations. The Contractor shall provide any required certifications concerning the matter referenced in this paragraph upon execution of this contract.

11. **PENALTIES AND FINES.** The Contractor shall be solely liable for all fines and penalties imposed by any governmental entity, agency or unit resulting from Contractor's performance or failure to perform its duties and obligations under this agreement.
12. **HOLD HARMLESS:** The Contractor agrees to protect, indemnify, hold and save harmless, and defend the Village of Bourbonnais, including but not limited to its elected officials, employees, and consultants against any and all claims, costs, causes of action and expenses including but not limited to attorneys fees and experts fees, incurred by reason of any lawsuit, cause of action, investigation or other legal matter arising in favor of any person or entity, including but not limited to the employees, officers of independent contractors or subcontractors of the Contractor or Village, on account of personal injuries or death, or damages to property occurring, growing out of, incident to or resulting directly from the negligent performance by Contractor, its employees, subcontractors and assigns hereunder, , except that Contractor shall have no liability, damages or costs incident thereto caused by the negligence of the Village.
13. **ACCESS TO RECORDS:** Contractor shall within 7 business days of written notice, during regular business hours, permit the Village, its counsel, accountants and other authorized representatives to have full access, including but not limited to photocopies of information and printouts of electronically maintained data, to the books and records relating to the services contemplated herein, and cause to be furnished to the Village and its authorized representatives such information concerning the services hereunder that the Village or its representatives may reasonably request. Contractor further agrees to assist the Village in collections of past due amounts by providing all requested information reasonably needed to collect said amounts.
14. **BANKRUPTCY OR INSOLVENCY:** If Contractor shall become bankrupt, or file any debtor proceedings or take or have taken against the Village in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for adjustment of the Village's debt or for the appointment of a receiver or trustee of all or a portion of the Village's property, or if Contractor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, then and in that event, this Agreement shall at the option of the Village be canceled and terminated.
15. **GOVERNING LAW/JURISDICTION/VENUE.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, without regard to conflict of law provisions. For the purpose of jurisdiction and venue, the Parties hereby acknowledge that this Agreement is being executed at the Village Hall of the Village of Bourbonnais in Kankakee County, Illinois. All parties agree that the 21st Judicial Circuit, Kankakee County, shall have sole and exclusive jurisdiction over any and all causes of actions, lawsuits, and discovery actions related to this agreement.
16. **ASSIGNMENT OF AGREEMENT.** This Agreement shall not be assigned unless the written consent of the Corporate Authorities of the Village is first obtained, such consent shall not be unreasonably withheld or delayed by the Village.

17. **BREACH.** Contractor specifically agrees that the services provided in accordance with this agreement are matters involving public health and, accordingly, the prompt and timely provision of the services herein is essential and vital to the health, safety and welfare of the Village of Bourbonnais and its residents. The remedies herein shall be construed and interpreted as favoring the public interest and the public health.

A. In the event Contractor fails to provide any or all of the services specified in this Agreement and that said failure continues for a period in excess of one (1) collection day and the Village, by decision of the Village President, elects to exercise remedies provided herein, then the Village shall provide the Contractor at least twenty-four (24) hours written notice by fax or personal delivery that the Village may take such steps as are reasonably determined to furnish or obtain services according to the collection requirements provided for in this Agreement. If the Contractor does not cure the defect within five (5) days of receipt of the notice from the Village, the Village may take such reasonably necessary steps to ensure the collection requirements are met, and shall have any and all of the remedies provided by law and equity in addition to the Village having the right to terminate this Agreement on thirty (30) days written notice and to secure and obtain from any third party, by contract or otherwise, residential solid waste collection and disposal services.

B. Should any breach or controversy of this Agreement other than the breach described in 17(A), arise between the Contractor and the Village, then before any failure of any Party of this Agreement to perform its obligations under this Agreement shall be deemed to be breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice. Then, if after said notice, performance has not commenced or the controversy still exists, either party may request that said controversy shall be referred to a board of three (3) arbitrators: one appointed by Contractor, one appointed by the Village, and the third to be appointed by the 2 arbitrators. The parties agree that neither of them shall proceed to litigation until an effort to settle same shall be attempted by arbitration. Provided, however, that nothing in this paragraph shall be interpreted as limiting the rights of the parties to apply to the courts for judicial relief after such arbitration has been attempted. Notwithstanding anything stated herein or otherwise, the Contractor reserves the right to terminate this Agreement in the event of a breach of this Agreement which is not remedied by the Village within thirty (30) days following delivery of a written notice of breach from the Contractor to the Village.

C. Force Majeure. A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), labor disputes, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement in such circumstances. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the non-performing party took reasonable steps to minimize delay or damages caused by foreseeable events, that the non-performing party substantially fulfilled all non-excused obligations, and that the other party was timely

notified of the likelihood or actual occurrence of an event described. If Force Majeure event continues for a period of fifteen (15) days, then either party shall be entitled to terminate this Agreement.

18. **SEVERABILITY.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, it shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement, which are declared to be severable.
19. **NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT.** Failure of any party to this Agreement to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other party imposed shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, which shall continue in full force and effect.
20. **SECTION HEADINGS AND SUBHEADINGS.** All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.
21. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument.
22. **NOTICES:** All notices given pursuant to this Agreement shall be in writing and given with the actual delivery of the notice into the hands of the party entitled to receive it or by mailing the notice in the United State mail, certified mail, return receipt requested, to the following addresses:
- | | |
|-------|-----------------------------|
| _____ | Mayor Paul Schore |
| _____ | Village of Bourbonnais |
| _____ | 600 Main Street NW |
| _____ | Bourbonnais, Illinois 60914 |
23. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
- a. Exhibit A - General Specifications
 - b. Exhibit B - Insurance Requirements
 - c. Exhibit C - Contractor's Pricing
 - d. Exhibit D- the Request for Proposal issued by the Village
24. **Amendment.** All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment. However, whenever under the provisions of this Agreement any notice or consent of the Village or the Contractor is required, or the Village or the Contractor is

required to agree or to take some action at the request of the other, such approval or such consent or such request shall be given for the Village, unless otherwise provided herein, by the President or his designee and for the Contractor by any officer or employee as the Company so authorizes.

25. **TERM.** The initial term if this Contract shall be from April 1, 2010 (the "Effective Date") until March 31, 2015. After an initial period of 365 days from the execution of this agreement either Village or Contractor may terminate this contract for any reason by giving one-hundred and twenty days (120) written notice of intent to terminate this contract to the other party. The written notice of intent to terminate this contract shall not be required to state a reason for the termination.
26. **TERM EXTENSION.** At the mutual option of the Village and Contractor, this Contract may be extended for up to five years by mutual agreement, in writing, of both parties. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be negotiated with the extension, and, such other changes as may be mutually agreed upon by the Village and the Contractor.
27. **TITLE TO WASTE:** Contractor shall take and have title to waste collected under this agreement at the time Contractor collects said waste. Title to and liability for any Unacceptable Waste (defined below) shall at no time pass to Contractor and shall always remain with the generator of such waste.
28. **UNACCEPTABLE WASTE:** Contractor shall have the right to reject prior to collection, to refuse collection of and refuse disposal of certain unacceptable wastes or hazardous wastes as defined by the State of Illinois EPA.

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TO IMMEDIATELY FOLLOW]

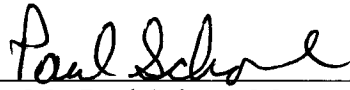
IN WITNESS HEREOF, Mr. Paul Schore, the Mayor of the Village of Bourbonnais, hereunto subscribed his name, and Mr. Roger Groen, Authorized Agent of Allied Waste Transportation Inc. has also hereunto subscribed his name on the days and dates set forth after their various signatures.

Attest:

Village of Bourbonnais



Mr. Brian Simeur, Village Clerk

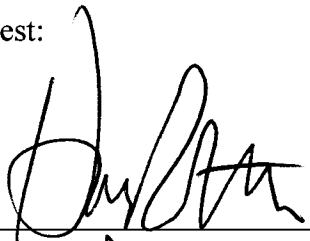
BY: 

Mr. Paul Schore, Mayor

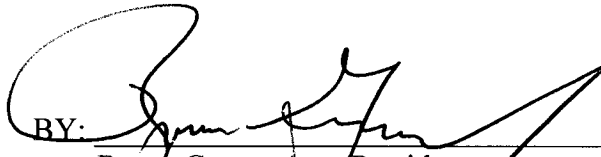
ON: 11-2, 2010

Attest:

Contractor: Allied Waste Transportation Inc.
d/b/a Allied Waste Services of Momence



HANK POTTS

BY: 

Roger Groen, Area President

ON: 11-2, 2010

EXHIBIT A
GENERAL SPECIFICATIONS

Village of Bourbonnais

Weekly Trash Service

Allied Waste will provide the resident with toter(s) to place their garbage in. All garbage must be placed in toters and put at the normally collection point. These toters have a 96 gallon capacity and they are on wheels so they can be wheeled to the curb. We will offer an alternative 65 gallon toter for those residents that have special needs and need a smaller toter. For those homes that have large families and need additional toters we will provide them with an additional toter. **ALL GARBAGE** must be put in the toter, and placed at the normal collection point. (Bulk Items are the exception, they will be picked up by a different truck on the regular collection day).

Every Other Week Recycling Service

Allied Waste will supply each resident with another 96 gallon toter for recycling. The Recycling toter will be differentiated from trash by the color of the lid. The lid will be hot stamped or decaled with the acceptable commodities. The residents would wheel the toter to the curb every other week. Allied Waste will provide the resident with calendars outlining their every other week service. The acceptable commodities may change based on available markets, but only with the acknowledgment of the Village of Bourbonnais. In the event of a change of commodities, Allied Waste will be responsible for educating the customers. A list of current acceptable commodities is below:

Fiber Products
Newsprint
Cardboard
Chipboard
Office paper
Telephone Books
Magazines

Non- Fiber products
Glass
Tin cans
Bi-metal materials
PET Plastics
HDPE Plastics
LDPE Plastics
Aluminum

Yard Waste Service

Yard waste service will be provided from April 1st through November 30th of each year on a weekly basis. Yard Waste must be placed at the regular pick up point in either craft paper recycling paper, customer owned containers not to exceed 35 gallons, in kraft paper...biodegradable... paper bags that are supplied by the homeowner, or in a rented toter at the rate of \$2.75 per month. Should the resident decide to use their own container they must place a "Yard Waste Only" sticker on the container. These stickers will be made available by Allied Waste, and the residents can either pick them up at the Village Hall, or they will be mailed to you by calling the customer service number.

Branches will be hauled in either a container/bag, or separately if they are cut to no more than 48", and tied in bundles that can not exceed 40 pounds. Individual branches can not exceed 2" in diameter.

Municipal Services

Allied Waste will provide Trash, recycling and Yard Waste service at each Village owned property, service will be as outlined above.

Roll Off service will be provided to the Public Works facility on an as needed basis. Allied Waste will provide and service up to two (2) roll off boxes per month at no charge per month.

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary to any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VIII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies to the extent of Contractor's negligence; and, (iii) shall contain waivers of subrogation in favor of City to the extent of Contractor's negligence (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C
CONTRACTOR'S PROPOSAL/PRICING

Price Sheet
(all prices are "per month")

	Rate on 5-1-10	Rate on 5-1-11	Rate on 5-1-12	Rate on 5-1-13	Rate on 5-1-14
For Basic Trash Yard Waste And Recycling	<u>\$16.00</u>	<u>\$16.80</u>	<u>\$17.64</u>	<u>\$18.52</u>	<u>\$19.45</u>
For YW Toter Rental	<u>\$2.75</u>	<u>\$2.75</u>	<u>\$2.75</u>	<u>\$2.75</u>	<u>\$2.75</u>

Payment terms on Village invoicing are net 30 days.

Change in Law

In the event there is a changed or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges, that effects the Contractor's cost of providing services, other than property taxes, Allied Waste may adjust the established rates accordingly as allowed by this paragraph. The amount of any increase in established rates shall not exceed the increase directly caused by the changes or additions listed in this paragraph, and any said increase in established rates shall require Contractor to meet with the Village and discuss said increase at least thirty (30) days prior to any said increase becoming effective. Contractor shall additionally submit any and all information requested by the Village to evaluate the increase requested by Contractor. Any changes in rates must be supported by documentation. Contractor shall not be allowed to increase any established rate herein for any said change or addition that takes effect within 365 days after the execution of this contract.