

This Ordinance:
 ___ requires
 X does not require
an amendment to the Code of Ordinances.

ORDINANCE NO. 2001-12-160

**AN ORDINANCE AUTHORIZING THE MAYOR
TO EXECUTE AN AGREEMENT EXTENDING THE TERM OF AN AGREEMENT TO PROVIDE MULTIFAMILY
RECYCLING COLLECTION AND PROCESSING SERVICES
(CENTRAL WASTE SERVICES)**

WHEREAS, The City of Urbana and Allied Waste Transportation, Inc., d.b.a. Central Waste Services (referred to in this Ordinance as "the contractor") are parties to a contract entitled "An Agreement to Provide Multifamily Recycling Collection and Processing Services" (referred to in this ordinance as "the contract"), pursuant to which the contractor provides the collection and processing services for the City's Multifamily Recycling Program; and

WHEREAS, the City of Urbana Public Works Department has discussed with the contractor the possibility of extending the contract for two years; and

WHEREAS, the office of the City Attorney has prepared an agreement entitled "An Agreement Extending the Term of an Agreement to Provide Multifamily Recycling Collection and Processing Services" (referred to in this ordinance as "Agreement to extend the contract"), a copy of which is attached to this ordinance and incorporated into this ordinance by reference, by which the contract would be extended by two years, from March 31, 2002 to March 31, 2004, with an annual adjustment to the rates in the contract in each of those two years equal to the change in the Consumer Price Index for the preceding year;

WHEREAS, the City Council determines that it would be in the best interest of the City to extend the term of the contract under the terms set forth above;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

That the Mayor is hereby authorized to sign and otherwise execute the Agreement to extend the contract.

This Ordinance is hereby passed by the affirmative vote, the

"ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this ____ day of _____, _____.

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this ____ day of _____, _____.

Tod Satterthwaite, Mayor

extended under the terms set forth above and which is contingent upon entry of a consent decree in the litigation resolving all issues in the litigation in favor of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Mayor is hereby authorized to sign and otherwise execute the Agreement to extend the contract; and

Section 2. The City Attorney is hereby authorized to settle the litigation by execution and filing of the consent decree resolving all issues in the litigation in the City's favor.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this ____ day of _____, _____.

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this ____ day of _____, _____.

Tod Satterthwaite, Mayor

AN AGREEMENT TO PROVIDE MULTIFAMILY RECYCLING COLLECTION AND PROCESSING SERVICES

In consideration for the mutual covenants and conditions contained in this Agreement, the City of Urbana, Illinois, a municipal corporation (hereinafter called "City") and Allied Waste Transportation, Inc., d.b.a. Central Waste Services (hereinafter called "Contractor") agree as follows:

1. Term

This Agreement shall become effective upon execution by both parties and shall remain in full force and effect through March 31, 2002, unless sooner terminated as provided herein.

2. Definitions

The following words and phrases, when used in these contract documents, shall have the meaning given to them in this section:

Approved Recycling Containers: shall mean a container, bin or "toter" used to contain recyclable materials, as approved by the City.

City: shall mean the City of Urbana, Illinois, a municipal corporation acting through the Chief Administrative Officer or official designated by the Chief Administrative Officer.

Condominium: shall mean a building containing individual dwelling units that adjoin one another by a common line of ownership, with each dwelling unit eligible for separate ownership.

Contract Documents: shall mean the City's request for proposals (RFP), the Contractor's proposal (to the extent that it is consistent with the other contract documents), the agreement for multifamily recycling collection and processing services, the performance security, and any subsequent written addenda or changes to the foregoing documents made by the City.

Contractor: shall mean Allied Waste Transportation, Inc., d.b.a. Central Waste Services.

Dormitory: shall mean a building where group sleeping accommodations are provided for persons in one (1) room, or a series of closely associated rooms, with an occupancy capacity of more than fifteen (15) people on a regular basis, for compensation and by prearrangement for a specified period of time, under single management. Cooking facilities are to be common. College residents halls, fraternal chapters and cooperatives are considered typical forms of dormitories. Dormitories or residence halls owned by the University of Illinois are not included in this definition.

Dwelling: means any building, but not a travel trailer, which is exclusively designed for or used for one (1) or more dwelling units.

Dwelling Units: means one (1) room or suite of two (2) or more rooms in a building, used by one (1) family for living and sleeping purposes, containing its own kitchen and bathroom facilities and having its own independent entry/access from the exterior of the structure or from a common interior hallway.

Multifamily Dwelling: means any building which contains seven (7) or more dwelling units within the corporate limits of the City. This includes dormitories, condominiums, and rooming houses, but does not include hotels, motels, nursing homes, or dormitories and residence halls owned by the University of Illinois.

Person: mean any individual, partnership, co-partnership, firm company, corporation, association, joint stock company, trust estate, political subdivision, state agency, or any other legal entity, or their legal representative, agent or assigns.

Recyclable Materials: means clear, brown, and green/blue container glass; steel (tin), including empty aerosol containers; bi-metal cans, aluminum cans, foils and tins; polyethylene terephthalate (PETE) [SPI code #1] containers; high density polyethylene (HDPE) [SPI code #2] containers; Polyvinyl Chloride (V) [SPI code # 3], Low density polyethylene (LDPE) [SPI code #4], Polypropylene (PP) [SPI code #5], Polystyrene (PS) [SPI code #6] and Other/commingled plastics (OTHER) [SPI code #7] "narrow necked" bottles and containers; aseptic juice boxes and "gable topped" cartons; LDPE six and twelve pack ring carriers; newspaper (ONP) including inserts and glossy ads; corrugated cardboard (OCC), and paperboard; magazines (OMG), residential mixed paper (RMP), or other materials, which have not contained lubricating oils, agricultural chemicals or other toxic materials, as may be approved by the City.

Residential Dwelling: means any single or multifamily dwelling of six (6) or fewer units within the corporate limits of the City.

3. Compliance with Laws

A. Notices and Permits

The Contractor shall give all notices required by, and comply with, all applicable laws and ordinances of the City of Urbana, State of Illinois or other governmental entity. Should the Contractor fail to observe the aforementioned laws or ordinances, and do work at variance with any applicable law or ordinances, the Contractor shall correct the methods of doing such work without cost to the City. The Contractor shall be responsible, at it's expense, for obtaining and maintaining any necessary permits or licenses required to complete the work during the term of this Agreement.

B. Bid-Rigging, Bid-Rotating

The Contractor certifies that it is not barred from bidding on this procurement as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating per 720 ILCS 5/33E-3 and 5/33E-4.

C. No Delinquent Illinois Tax Statement

The Contractor certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the appropriate revenue act; or the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes due and is in compliance with the agreement. The

Contractor has executed the City of Urbana Certification of Compliance and has placed it on file with the City.

D. Drug Free Workplace

During the term of this Agreement, the Contractor and any subcontractor shall comply in all respects with the Drug Free Workplace Act of Illinois, 30 ILCS 580/1 et. seq. The Contractor has executed the City of Urbana Drug Free Workplace Certification Form and has placed it on file with the City.

E. Equal Employment Opportunity

During the term of this Agreement, the Contractor and any subcontractor shall comply in all respects with the City's Equal Employment Opportunity Ordinance. The Contractor has executed the City of Urbana Equal Employment Opportunity Contractor and Vendor Qualification Form and has placed it on file with the City.

F. Taxes

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 Agreement. By law, the City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax and service use tax. The City's tax-exempt number shall be furnished upon request of the Contractor.

4. Subcontractors

A. The Contractor shall perform the work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the City in writing. Any and all subcontractors used for collection or processing by the Contractor shall be acceptable to, and approved in advance, by the City. The City's approval of any such subcontractor shall not relieve the Contractor of full responsibility and liability for the performance of the work. All work performed under any subcontract shall be subject to all of the provisions of the Agreement, and every reference in the Agreement to "Contractor" shall be deemed also to refer to all subcontractors of Contractor.

B. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the City.

5. Insurance

A. Contractor's Insurance

The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on a subcontract for the work until such insurance required of the subcontractor has been so obtained and approved, and a certificate from the insurance companies shall be filed with the City. At a minimum, the Contractor

shall maintain during the performance of this Agreement the following types of insurance:

B. Statutory Liability Insurance

Workers' Compensation and Occupational Diseases, with statutory limits as prescribed by the State of Illinois and Employer's Liability Insurance, with a limit of not less than \$500,000.00 for all damage or bodily injury from one or more claims arising from each accident or occupational disease.

C. Comprehensive Liability Insurance

This coverage shall be in the form of Comprehensive Liability Insurance which shall include protection against liability assumed in this Agreement and shall include protection against liability included in (1) and (2) following:

(1) Operations and Premises: Liability on Account of

- (a) Bodily injury to or death of persons or on account of damage to or destruction of property, resulting from execution of work provided for in this Agreement; or due or arising in any manner from any omission or any act or negligence of the Contractor or any subcontractor and their respective employees or agents including damage to adjacent property.
- (b) Bodily injury to or death of Contractor or any subcontractor or any of their respective employees or agents, due to the condition or state of repair of the premises or other property of the Contractor or subcontractor upon, about, or in connection with which any work incidental to the execution of this Agreement is performed.
- (c) Destruction or damage to personal or real property including but not limited to destruction or damage to the property of the Contractor, subcontractor and non-parties to this Agreement.

(2) Contractor's Protective Liability

Liability for acts or omissions of any subcontractors the Contractor may employ.

(3) Limits of Coverage

Policies for Comprehensive General Insurance under subparagraphs (1) and (2) above shall be written in the following limits of liability:

- (a) Bodily injury, including death resulting therefrom, and property damage - \$1,000,000 each occurrence/ \$2,000,000 aggregate.
- (b) Automotive Liability: Bodily injury, and death resulting therefrom, and property damage - \$1,000,000 each occurrence. This insurance must include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.

D. Proof of Insurance

Before execution of the Agreement, the Contractor shall submit a certificate of insurance that is satisfactory to the City indicating the required coverage is in effect. The Contractor shall similarly submit each subcontractor's policies of similar insurance before each commences work. Such insurance will be carried with financially responsible insurance companies, licensed in the State of Illinois and shall be kept in full force. Contracts of insurance shall be for the duration of the Agreement.

E. City as Additional Insured

All policies of insurance required hereunder shall contain an endorsement showing the City of Urbana and its officers and employees as additional insured under said policies, as their interests and liability may appear or exist. The City shall be named as a certificate holder. The City shall receive not less than thirty (30) days prior written notice to the effective date of any cancellation or reduction in coverage.

6. Hold Harmless

To the fullest extent of the law, the Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Workers Compensation claims, and including the cost of defending same including costs and attorney's fees, of or by anyone whomsoever in anyway resulting from or arising out of the operations of the Contractor or the Contractor's employees or subcontractor and acts or omissions of employees or agents of the Contractor or subcontractors, unless caused solely by the City, its officers or employees.

The performance security or insurance coverage specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement. The Contractor shall procure and maintain at the Contractor's own cost, any additional kinds of insurance that, in the Contractor's own judgement, may be necessary for the Contractor's proper protection in the prosecution of the work.

7. Risk of Loss

The work and everything pertaining thereto, except promotion activities, shall be performed and maintained at the sole risk and cost of Contractor. Contractor shall have no claim against the City because of any damage or loss to the work or Contractor's equipment, materials, or supplies unless such damage or loss is caused by the City, its officers or employees.

8. Inspections

The City shall have the right to inspect, during normal business hours, the work, facilities and equipment used in the performance of this Agreement. The Contractor shall furnish all reasonable assistance required by the City or its representative for the proper inspection of the Contractor's premises, facilities, equipment or work. Inspections will not required to be announced by the City or its authorized agent.

9. No Waiver by Inspection or Payment

Neither the inspection of or payment for any work, service or materials provided pursuant to the Agreement shall relieve the Contractor from its responsibility to abide by the terms of this Agreement and upon written notice to the Contractor, the Contractor shall promptly correct any violations of the Agreement or of law.

10. Performance Security

The Contractor agrees that the City will deduct the sum of four thousand dollars (\$4000.00) from each of the first five (5) monthly payments due the Contractor under this Agreement and place such funds in an interest bearing account ("performance guaranty account"). All interest accruing in the performance guaranty account shall be the property of the Contractor and the interest may be withdrawn at any time upon request by the Contractor. The City, at its sole determination, may withdraw funds from this account to pay debts or expenses of the Contractor which have become delinquent, including but not limited to, the payment of wages, costs of supplies, materials, and insurance premiums required under this Agreement, or to reimburse the City for any loss resulting from the failure of the Contractor to perform its obligations under this Agreement. If the City should withdraw any amounts to satisfy this Agreement, the Contractor shall be required to deposit, within thirty (30) days written notice from the City, the amount needed to maintain the performance security at the amount stated herein. Any funds remaining in the performance guaranty account at the termination of this Agreement shall be delivered to Contractor if there are no outstanding or unresolved issues regarding possible claims against the performance guaranty account.

11. Assignment of Agreement

No assignment of the Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, such consent shall not be withheld without just cause. In the event of any assignment, the assignee shall assume the liability of the Contractor.

12. Change in Service

Throughout the term of the Agreement, federal, state, county or local legislation may change and may impact the terms of this Agreement. In addition, the City or Contractor may wish to change the type of service provided during the term of the Agreement (e.g. type of material collected, method of handling, method of collection, stops served, etc.). The Contractor and the City agree to negotiate those items which constitute an impact to the Agreement, and agree to settle issues in accordance with Paragraph 19, Disputes and Remedies.

13. Exclusive Provider

The Contractor shall have the sole and exclusive contract privilege to provide collection and processing services for the City's recycling program "U-CYCLE, Urbana's Multifamily Recycling Program", as provided herein. It is expressly understood by the Contractor, that this paragraph applies only to multifamily dwellings as defined in this Agreement and that the Contractor cannot make any claim whatsoever that this provision applies to any other recycling program provided, supported or undertaken by the City.

14. Force Majeure

- A. The performance provisions of this Agreement are subject to the following limitation: If by reason of force majeure the Contractor is unable in whole or in part to carry out the obligations on its part contained in this Agreement, it shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean as the City in writing approves: acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; storms; floods; washouts; droughts; restraint of government and utilities; or any similar cause or event not reasonably within the control of the Contractor.
- B. The Contractor agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Contractor from carrying out its representations, undertakings, and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Contractor, and the Contractor shall not be required to make settlement of strikes, lockout, and other industrial disturbances by acceding to the demands of the opposing part or parties when such course is in the judgment of the Contractor unfavorable to the Contractor. The Contractor shall advise the City at the earliest possible moment concerning any events constituting a force majeure hereunder.
- C. In the case of a tornado, flood, ice storm, disabling snow storm, or other disaster or other acts of nature, the City may grant the Contractor a temporary variance in the Contractor's regular schedules and routes at the option of, and according to conditions set by the City.

15. Adjudged Bankrupt

In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Agreement shall immediately terminate, and in no event shall this Agreement be treated as an asset of Contractor after adjudication of bankruptcy. If Contractor shall become insolvent, or fail to meet its financial obligations, then this Agreement may be terminated at the option of the City upon fifteen (15) days written notice to Contractor and in no event shall this Agreement be treated as an asset of Contractor after the exercise of said option. This Agreement is not assignable by Contractor without written permission of the City, either voluntarily or involuntarily, or by any process of law, except as above provided, and shall not be or come under the control of creditors, or trustee or trustees of Contractor in case of bankruptcy or insolvency of Contractor, but shall be subject to termination as above provided.

16. Operational Specifications and Standards

- A. Scope of Work

The work under the Agreement shall consist of the items contained in the Agreement, including all the supervision, materials, equipment, labor and all other items necessary to

provide collection and processing services in full compliance with the Agreement documents.

B. Start of Service

Actual collection services shall commence Monday, August 9, 1999. However the Contractor acknowledges that certain work activities will have to be performed prior to this date (i.e. distribution of toters, site visits, determination of routes, etc.).

C. Units to be Serviced, Initial Service Locations

The chart below shall represent the number of multifamily dwellings units, dormitories and service locations agreed to by both the Contractor and the City, and shall comprise the initial service locations under this Agreement. The Contractor will be expected to provide service for all multifamily dwellings within the corporate limits of the City during the term of the Agreement, subject to periodic adjustments as provided for in Paragraph 20, Basis and Method of Payment and Compensation. Participation by tenants will be voluntary.

<u>Type of Unit</u>	<u>Number of buildings</u>	<u>Service Locations</u>	<u>Number of Units</u>
Dormitories	42	49	1780
All Other	425	296	5919
Total	437	373	7699

D. Hours of Operation

Collection of recyclable materials shall not start before 6:30 a.m. nor continue after 6:30 p.m. on the designed collection day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and the Contractor, holidays or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

E. Holidays

The Contractor may recognize the following holidays for the purpose of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, when a holiday occurs and impacts the regular collection schedule, the Contractor will still be expected to service all multifamily dwellings each week. It is recognized that weeks containing unforeseen emergencies will require alteration of the schedule for those situations only. It shall be the Contractor's responsibility, to promptly inform the City of delays or alterations and as may be needed, inform residents of any changes from regular collection resulting from an emergency.

F. Cleanliness

- (1) The Contractor shall handle all approved recycling containers with reasonable care to avoid damage and shall exert all reasonable precautions to prevent spilling or scattering of recyclable materials. The Contractor shall immediately clean up and dispose of any contents thereof which may be spilled, regardless of whether the spill occurred on public or private property. The Contractor shall make collections with a minimum of noise

and disturbance.

- (2) If the Contractor fails to clean up any scattered or spilled material present at any recycling station area before leaving such area, the City may cause such work to be done and deduct the reasonable cost thereof from any payments due and owing the Contractor, in addition to any other remedies provided herein.

G. Damage to Property

- (1) The Contractor at its own expense, without charge to the City or to the affected property owner, shall promptly repair or restore to a condition equal to or better than that existing before the occurrence and to the satisfaction of the City, any damage done by the Contractor to any property, public or private, as a result of the work. If Contractor fails to promptly repair or restore any such damage, then the City may, after forty-eight (48) hours written notice to Contractor, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and charge all costs related thereto to Contractor. If the City determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the City may cause such repair or restoration to be made without notice to Contractor and charge all costs related thereto to Contractor.
- (2) Notwithstanding any other provision of the Agreement, Contractor's obligations under this section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the City or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this section.

H. Office and Supervision

The Contractor shall at all times, employ adequate personnel to manage the program as herein described. In addition, the Contractor shall maintain a local office within the Urbana-Champaign community and telephone service with appropriate personnel through which the Contractor can be contacted during the hours of 8:00 am. through 5:00 pm. on all days except Saturday, Sunday and holidays. The telephone number shall be listed in the Urbana-Champaign telephone directory.

H. Employees and Conduct

The Contractor shall undertake to perform all collection services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this Agreement; to provide competent, capable, and courteous personnel on collection crews, and to provide courteous and knowledgeable personnel in its customer service function. The Contractor's drivers and crew members shall be attired in a neat, professional-like manner. A specific uniform is not required. All vehicle operators shall carry a valid State of Illinois driver's license issued to such operator for the class of vehicle operated.

I. Safety

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this Agreement. Appropriate safety programs shall be held on a regular basis for those personnel employed in the performance of this Agreement. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind that involves the general public and/or private or public property in the City, the Contractor shall notify the City within two (2) working days. Upon request of the City, the Contractor shall provide such accounting of details and/or copies of written accident reports as the City may require.

J. Reports and Records

The Contractor shall collect and maintain, separate from all other business records and accounts, complete and accurate records and ledgers of service accounts relating to the performance of the Agreement. Such records and accounts shall, with reasonable notice, be open to inspection by the City and its agents.

The Contractor shall perform waste sorts and weighing of recyclable materials collected on a quarterly basis, and as may be directed by the City. This data shall serve as the basis of determining the percentages of material types collected and quantities that might require alternative disposal for each quarter. The Contractor shall furnish, on forms approved by the City, monthly reports on the services performed within fifteen (15) days of the end of every month, for the term of the Agreement, to the City. The reports shall include, but is not limited to:

the number of daily collections;
the quantity of materials collected by material type;
the market conditions of impact to the Contractor , which may include resale revenues;
The quantity of recyclables alternatively dispose of;
information on the quality of service being provided (e.g. complaints of missed collections, timeliness and problems as reported by residents to the Contractor).

17. COLLECTION AND PROCESSING SPECIFICATIONS AND STANDARDS

A. General

The Contractor shall collect all properly prepared recyclables from all multifamily dwellings within the City and safely transport the same to the processing facility of the Contractor's choice, as provided for herein, during the term of the Agreement.

B. Service Performed at No Extra Cost

The Contractor shall provide the services and shall be compensated as described in this Agreement. No separate or extra fees, costs or stickers will be assessed or required by the Contractor in the performance of this work.

C. Recyclable Materials to be Collected

The Contractor shall collect all properly prepared recyclable materials from each multifamily dwelling without respect to quantity. Recyclable materials that will not fit within toters due to size and/or the available capacity of the toter, will be collected if it is placed adjacent to the toters and is obviously intended for collection. The Contractor shall collect the following materials commingled in a two (2) stream sort, paper fibers and containers. The recyclable materials to be collected under the Agreement are:

Paper fibers:

- ONP - Newspaper and inserts; and
- OCC - Corrugated cardboard, paperboard (such as cereal boxes, frozen food boxes, 12/24 can beverage cartons); and
- OMG - Magazines, catalogs; and
- RMP - Residential mixed paper (paper that is written upon, read from or used for packaging; such as junk mail, stationery, computer paper, kraft paper, etc.); and

Containers:

- Steel [tin], bi-metal, aluminum cans, trays and foils, and empty aerosol cans; and
- Glass containers and jars (clear, brown and green/blue); and
- PETE, SPI code #1 - Polyethylene terephthalate containers, natural and pigmented; and
- HDPE, SPI code #2 - High-density polyethylene containers, natural and pigmented; and
- LDPE, SPI code #4 - Low density polyethylene six and twelve pack ring carriers; and
- #3 through #7 SPI coded "narrow necked" plastic containers; and
- Aseptic boxes and "gable topped" cartons (such as dairy, fabric softener, and juice)

Containers that have contained paint, lubricating oils, agricultural chemicals or other toxic materials will not be collected.

D. Collection Zones, Days

The Contractor shall be responsible for developing collection zones and days. The Contractor will be expected to complete collection within the hours of operation for all of the multifamily dwellings within the collection zones/days as designed by the Contractor.

E. Frequency of Collection

The Contractor shall provide year-round collection to each multifamily dwelling on a weekly basis. All dwellings shall receive service once each week and some may require collection service twice or three times a week, depending on the participation and size of a given building. This has been considered and acknowledged by the Contractor that the frequency of collection may and can be adjusted for a given multifamily dwelling during the term of the Agreement.

F. Location of Service

The Contractor shall collect recyclable materials on-site as determined by the Contractor, building owner/manager and City. There will be no expectation, except for buildings mutually agreed upon (eg. where disabled customers reside), for the Contractor to provide collection within buildings. The number of recycling station areas must be adequate for the number of building(s) served individually or for an entire complex and shall be conveniently located to maximize the Contractor's collection efficiency, as well as the opportunity for

tenants to recycle. Approved recycling containers shall be returned by the Contractor to their proper on-site location after collection is made.

G. Collection Equipment

The Contractor shall furnish all necessary equipment to provide a completely adequate service. All recyclable materials collected by the Contractor shall be loaded, contained, and hauled in vehicles designed to keep the recyclable materials collected separated in the two stream sort and such vehicles used will be dedicated for the collection of recyclable materials only. The only exception, will be in the case of unforeseen circumstances and the Contractor shall notify the City of such, and shall take actions that are necessary to provide these types of vehicles at all times. All equipment must be maintained and operated in compliance with all local and state statutes, ordinances and regulations and to assure the safety of the collection personnel and residents of the City. The Contractor shall, at all times, keep said equipment in first-class working order and condition.

All vehicles shall be labeled with the Contractor's name and telephone number and each truck numbered on the both sides in numbers at least six (6) inches high, for identification purposes. No signs or commercial advertising, except the Contractor's logo and the City's recycling program logo, shall be displayed on said vehicles.

H. Disabled Customers

The Contractor shall provide appropriate service accommodations, as mutually agreed upon, for multifamily dwellings in which any tenant, by reason of physical or mental limitation, is disabled.

I. Recycling Containers

(1) Acquisition

The Contractor shall order for the City twenty-one hundred (2100) industrial grade totes with a nominal capacity of 96 gallons to be used as recycling station containers. The City shall supply its FEIN number upon request. The totes shall become the property of the City from the date of delivery and acceptance by the City of such totes. The totes must contain at least 25 percent post-consumer recycled material. The City shall approve all specifications prior to order. Additional totes, if needed, shall be ordered and purchased as mutually agreed upon.

(2) Payment

The City shall arrange for payment to be made directly to the tote supplier for the cost of manufacture and delivery to Urbana, Illinois. The Contractor shall have no claim of ownership for the totes. Payment shall be made no sooner than July 1, 1999.

(3) Storage and Maintenance

The Contractor shall be responsible for providing a suitable indoor location for storage of the City owned totes before and during the term of the Agreement. The Contractor shall be responsible for initial distribution to all

multifamily dwellings as well as any additions or replacements that may be needed. All toters shall be in a clean and fully functional condition for all distributions, and the Contractor shall perform or provide for all maintenance of toters during the term.

J. Preparation Requirements

Recyclable materials may be deemed by the Contractor to be unacceptable for collection if they are not properly prepared, separated, or located in accordance with the Contract, City ordinances, or the Processor's requirements. The City shall standardize preparation requirements, in the event of conflicting requirements that may result from the use of multiple processor(s). If recyclable materials set out for collection are found to be in an unacceptable condition for recycling, the Contractor shall comply with the provisions set forth in Paragraph 18 B(1), Initial Field Response.

K. Title to Recyclables

Title to all recyclable materials, once collected by the Contractor, shall vest in the Contractor. The Contractor shall retain any and all revenues from material sales.

L. Promotion

The U-CYCLE program is well established within the City, and to provide program continuity the work described herein, and any and all educational and promotional activities, shall be conducted under the name and logo of "U-CYCLE, Urbana's Multifamily Recycling Program." The City shall, at its expense, provide for promotion and educational efforts. The Contractor agrees and acknowledges that an effective program requires community education and promotion, and therefore, the Contractor agrees to cooperate and assist the City in such promotional and educational efforts as deemed necessary by the City.

M. Public Advertising

The Contractor is specifically denied the right of using in any form or medium the name of the City of Urbana for public advertising unless express written permission is granted by the City.

N. Processing of Recyclable Materials

(1) Cost

All aspects of processing, including but not limited to, the delivery, sorting, preparation, shipping, marketing and alternative disposal; shall be provided by the Contractor at no additional cost to the City.

(2) Primary goal

The Contractor shall deliver all recyclable materials collected to a processing facility, product broker, or end user. The primary goal, and responsibility of the Contractor and processor, shall be to sort, prepare and

otherwise process and recover materials in a manner to maximize the value and quantity to the economic mainstream as a raw material for new, reused or reconstituted products which meet the quality standards of the market place. The Contractor and processor shall initiate or take necessary actions, within its control, so as to deliver and recover as much of the recyclable materials collected, as is reasonably possible. These processing and marketing activities shall be the first and best efforts of the Contractor and processor. If the Contractor and processor, on a monthly basis, is able to deliver and recover ninety (90%) percent of the gross quantity, by weight, of materials collected, the Contractor will be deemed to have met this goal. However, if the Contractor or processor, on a monthly basis, and for two (2) consecutive months, is unable to deliver and recover seventy-five (75%) percent, by weight, of the materials collected, the City shall have the right to terminate this Agreement upon written notice of sixty (60) days. If the reason for not meeting the seventy-five (75%) minimum rate is beyond the control of the Contractor and/or processor, the City shall duly consider the cause before acting to terminate the Agreement. This termination shall result in no further payments after the effective date and forfeiture of the Contractor's performance security.

(3) Secondary Measures

It is recognized that lack of markets and/or market conditions may arise during the term of the Agreement, which are beyond the control of the Contractor or processor and would preclude the primary goal. In such a case, the Contractor shall notify the City at the earliest opportunity by submitting a written explanation of the situation, expected duration, and the Contractor's strategy to secure other markets or alternatives which could include the re-use of materials in a secondary application. After reasonable consideration of the situation, the City will submit a written response advising the Contractor of the City's decision to allow use of any such alternatives. Implementation of any alternatives shall be of a temporary measure, and the Contractor understands that it shall continue with efforts to find and secure markets that meet the primary goal.

(4) Alternative Disposal

While the Contractor shall make every reasonable effort to collect and deliver materials in a condition to maximize the quantities to be processed, it is recognized that small quantities may be delivered in a condition making them unsuitable for processing or unable to meet market specifications. These quantities will not be required to be sold or delivered for use as production inputs and may be alternatively disposed of, including being landfilled. However, if the quantity of materials falls below the ninety (90%) recovery goal, then the Contractor shall submit, as a part of monthly reporting, a written explanation of the cause and recommendations to maintain recyclable waste above this percentage. The Contractor shall record any and all materials alternatively disposed as a part of reporting requirements.

(5) Naming of Processor

The City understands that Contractor will be using Illini Recycling and Resource Management Companies as processors. This shall not preclude the Contractor from changing processor(s) during the Agreement, but the Contractor shall provide notice and consult with the City prior to any such change.

18. Customer Relations

A. General Complaints

Contractor shall cooperate with the City in minimizing complaints from the customers and other residents

B. Processing of Complaints

(1) Initial Field Response (During Collection)

Where the Contractor encounters any recyclable materials unacceptable for collection, or if any dispute arises between a resident, owner or manager and the Contractor as to the manner or placing of containers, collection, or the nature of the Contract or the like, the Contractor agrees that, in the first specific occurrence, courteous collection will be immediately made even though, in its opinion, it is improperly placed or contained. The Contractor shall contact the City, noting the deficiency and the remedy.

(2) Initial Office Response

The Contractor shall give all complaints received by it prompt and courteous attention and shall respond to every customer from whom a complaint is received, that same day if possible, but in any case, within two (2) working day after receipt of such complaint. If such a complaint is about a missed scheduled collection, then Contractor shall cause such collection to be made yet that day if at all possible, but in any case within one (1) working day, after receipt of such complaint.

C. Referral to City

If Contractor is unable to resolve a complaint in a manner satisfactory to both Contractor and the customer, then Contractor, within three (3) working days after receipt of such complaint, shall deliver notice to the City of such complaint, which notice shall include the name and address of the customer, the date and hour the complaint was received, the nature of the complaint, and Contractor's response to the complaint. The City shall arbitrate each such complaint, and the City's decision concerning each such complaint shall be final and binding on Contractor. All complaints shall be reported to the City on a monthly basis.

D. Contract Penalties

The Contractor shall be liable to the City for penalties, in the amount of \$25, first incident; \$50, second incident; and \$100 per incident thereafter which may occur in

each month of the Agreement, except during the first ninety (90) days of the Agreement, upon determination by the City that performance has not occurred. Incidents shall mean one or more of the following:

- (1) Failure to pick up missed collections within twenty-four (24) hours on the day following the scheduled collection day.
- (2) Failure to complete collection on the scheduled collection day, if the City has not been notified of the delay prior to 4:00 p.m. on the scheduled day.
- (3) Failure to adequately address legitimate complaints, whether submitted by residents or the City.
- (4) Failure to clean up scattered or spilled material at time of collection.
- (5) Failure to adhere to other provisions, restrictions or requirements set forth in the Agreement.

If the Contractor has violated or failed to follow several collection restrictions or requirements in a specific incident, the City may treat each violation or failure as a separate incident for the purpose of calculating penalties. The assessment of contract penalties shall be at the reasonable discretion of the City, and shall be in lieu of other remedies, if imposed. The City may deduct the full amount of penalties from any payment due to the Contractor, but any penalties not so deducted shall remain the obligation of the Contractor and be payable to the City on demand. Failure to impose penalties for lack of performance shall not constitute a waiver of the City's other rights and/or remedies under either the Agreement or the City's ordinances or any subsequent failure of performance.

19. Disputes and Remedies

A. Dispute Resolution Procedure

(1) Notice of Disputes and Objections

If the Contractor disputes or objects to any direction, instruction, determination, or decision of the City, then the Contractor may notify the City in writing of its dispute or objection; provided, however, that the Contractor shall, nevertheless, proceed without delay to perform the work as directed, instructed, determined, or decided by the City, without regard to such dispute or objection. Unless the Contractor so notifies the City within two (2) business days after receipt of such direction, instruction, determination, or decision, the Contractor shall be deemed to have waived all such disputes or objections and all claims based thereon.

(2) Resolution of Disputes and Objections

To avoid and settle without litigation, any such dispute or objection, the parties agree to engage in good faith negotiations. Within five (5) business days after the City's receipt of the Contractor's written notice of dispute or objection, a conference between the City and the Contractor shall be held to

resolve the dispute. Within five (5) business days after the final conference, the City shall render its final decision, in writing, to the Contractor. If the Contractor objects to the final decision of the City, then it shall give the City notice thereof and, in such notice, shall state its final demand for settlement of the dispute.

B. Contractor's Remedies

If the City fails or refuses to satisfy a final demand made by the Contractor pursuant to paragraph 19 A. (2) or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of the Contractor, within ten (10) business days following receipt of such demand, then the Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

C. The City's Remedies

If it should appear at any time that the Contractor has failed, refused, or delayed to perform or satisfy any requirement of this Agreement and has failed to cure such failure within five (5) business days after written notice thereof from the City, then the City shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(1) Strict Compliance Requirement

The City may require the Contractor to take any action necessary to bring Contractor into strict compliance with this Agreement.

(2) Recover from Contractor

The City may perform or have performed all work necessary for the accomplishment of the results stated in paragraph 19 C (1) and withhold or recover from the Contractor and or make claim against the performance security all the cost and expense, including attorneys' fees and administrative costs incurred by the City in connection therewith.

(3) Recovery of Damages

The City may recover any damages suffered by the City.

D. The City's Right to Terminate or Suspend Work

(1) Prior to August 9, 1999

The Contractor is aware of the litigation pending in Champaign County Sixth Circuit Court under the name of City of Urbana v. ABC Sanitary Hauling/Recycling. If a ruling is made in that case that affects the right of the City to enter into this agreement or continue under this agreement, then the City can terminate all work by the Contractor under this agreement by written notice to the Contractor. If the City exercises its right under this

paragraph, the Contractor shall be paid for all work done prior to the effective date of termination and shall be paid two thousand seven hundred fifty dollars (\$2750) for costs associated with receiving and storage of toters and recycling truck plus three thousand two hundred dollars (\$3200), or a proration thereof, for completed distribution of toters.

(2) After August 9, 1999

(a) Termination or Suspension

The City shall have the right to terminate or suspend the work in whole or in part at any time after sixty (60) days written notice to the Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, the Contractor shall, and as to the extent directed, stop work under this Agreement, terminate work under existing subcontracts, and cancel any outstanding subcontracts.

b) Payment for Completed Work

In the event of any termination or suspension the Contractor shall have the right to be paid for all work done prior to the effective date of such termination or suspension and to be paid for all work done in accordance with the requirements of this Agreement and for all costs pertaining to the work as the Contractor may have reasonably and necessarily incurred as the result of such termination or suspension, which cannot be canceled or otherwise with a good faith effort of the Contractor in which case, this lesser amount shall be the measure of the City's payment.

20. Basis and Method of Payment and Compensation

A. Payment Responsibility

The City shall be responsible for payment to the Contractor.

B. Contractor's Billings to City

The Contractor shall invoice the City for actual collection services rendered and requires invoicing within ten (10) days following the end of the month. The City shall pay the Contractor within thirty (30) days of an approved invoice.

C. Compensation

The City will compensate the Contractor following receipt of a monthly invoice, an amount equal to fourteen thousand seven hundred fifty-six dollars (\$14,756.00) a month, less any Contract penalties, for the initial service levels as identified and agreed to as Exhibit "A" for the first two (2) months, of the Agreement.

D. Compensation Modification

The Contractor shall record each month any increase or decrease in service levels actually provided. Adjustments in the amount of compensation to be paid the Contractor will be based upon service levels actually performed, and authorized by the City, and such adjusted compensation shall be made on a monthly basis commencing in the third month of the Agreement in accordance with Exhibit "B". Such service level adjustments cannot exceed sixteen thousand seven hundred ninety-one dollars (\$16,791.00) per month without the express written consent of the City. Adjustments for increases or decreases in the number of multifamily dwellings shall be made as buildings are added or deleted from the service list with said adjustments being based upon the level of service provided and authorized by the City.

E. Revenue from Material Resale

Any and all revenue received by the Contractor from the sale of recyclable materials shall remain with the Contractor.

21. Notification

Any notifications, whenever required for any purpose under this Agreement, shall be made in writing and addressed to City at the Office of the Director of Public Works and to Contractor at Contractor's business address.

If to Contractor: Mr. Marty Grant , Central Waste Services, P.O. Box 3069 Champaign, Illinois, 61826-3069.

If to the City: Mr. William R. Gray, Director of Public Works, City of Urbana, 706 South Glover Avenue, Urbana, Illinois, 61802-4427.

22. No Personal Liability of Officials of the City.

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, agent employee or attorney of the City, in his or her individual capacity, and neither the members of the City Council nor any official of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution, delivery and performance of this Agreement.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed by their duly authorized officers.

City of Urbana, Illinois:

Contractor:

Tod Satterthwaite
Mayor

Allied Waste Transportation, Inc.
d.b.a. Central Waste Services

Marty Grant, General Manager
Central Waste Services

Date: _____

Date: _____

ATTEST:

Phyllis Clark, City Clerk

Exhibit "A"

**To an Agreement to Provide Multifamily Recycling
Collection and Processing Services**

Initial Service Location Schedule

SERVICE LEVEL	2T1X	4T1X	6T1X	2T2X	4T2X	6T2X	2T3X	4T3X	6T3X	SUBTOTAL	UNITS
COST/ MONTH	\$23.00	\$38.00	\$53.00	\$51.00	\$81.00	\$111.00	\$71.50	\$116.50	\$161.50		
SERVICE LOCATIONS- DORMS	7	42									
COST/ MONTH	\$161.00	\$1,596.00								\$1,757.00	1780
SERVICE LOCATIONS- ALLOTHR	93	151	56		17	7					
COST/ MONTH	\$2,139.00	\$5,738.00	\$2,960.00		\$1,377.00	\$777.00				\$12,999.00	5919
TOTAL SERVICE LOCATIONS	100	193	56	0	17	7	0	0	0	373	7699
TOTALS	\$2,300.00	\$7,334.00	\$2,960.00	\$0.00	\$1,377.00	\$777.00	\$0.00	\$0.00	\$0.00	\$14,756.00	7699

EXHIBIT “B”

**To an Agreement to Provide Multifamily Recycling
Collection and Processing Services**

Monthly Service Level Costs Schedule

Number of Toters	Weekly Collection Service	Cost per Month
2	Once	\$23.00
4	Once	\$38.00
6	Once	\$53.00
8	Once	\$68.00
2	Twice	\$51.00
4	Twice	\$81.00
6	Twice	\$111.00
8	Twice	\$141.00
2	Three Times	\$71.50
4	Three Times	\$116.50
6	Three Times	\$161.50
8	Three Times	\$206.50
Two extra toters	Once	\$15.00
Two extra toters	Twice	\$30.00
Two extra toters	Three Times	\$45.00

Toter size is 96 gallon.

EXHIBIT C
An Addendum to an Agreement
to Provide Multifamily Recycling Collection and Processing Services

Monthly Service Level Fee Schedule
For the Collection of Cardboard Utilizing Dumpsters

Dumpster Size	Collection Frequency	Cost per Month
2 cubic yard	Once per week	\$30.00
2 cubic yard	Twice per week	\$50.00
8 cubic yard	Once per Week	\$75.00
8 cubic yard	Twice per Week	\$125.00

Submitted:

Allied Waste Transportation, Inc.
d.b.a. Central Waste Services

Aric Henschen
General Manager
Central Waste Services

Date: _____

Accepted:

City of Urbana

William R. Gray
Director of Public Works

Date: _____