A G E N D A
OPERATIONS COMMITTEE
Wednesday, October 2, 2019 – 7:00 p.m.
Council Chambers
Fairview Heights City Hall
10025 Bunkum Road

Public Participation
Approval of Minutes – September 5, 2019

Public Services
Alderman Pat Baeske, Chairman

2. Single Source Trash Hauling
3. City Hall Water Fountains
4. Director’s Report - Project Updates

Personnel
Alderman Denise Williams, Alderman
### THE CITY OF FAIRVIEW HEIGHTS

**OPERATIONS COMMITTEE MINUTES**  
**Wednesday, September 5, 2019, 7:00 p.m.**  
**City Council Chambers**  
**10025 Bunkum Road, Fairview Heights, IL**

<table>
<thead>
<tr>
<th>Committee Members in attendance</th>
<th>- Anthony LeFlore, Pat Baeske, Pat Peck, Denise Williams</th>
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</thead>
<tbody>
<tr>
<td>Committee Members absent</td>
<td>- Joshua Frawley</td>
</tr>
<tr>
<td>Other Aldermen and Elected Officials in attendance</td>
<td>- Mayor Mark Kupsky, Aldermen Frank Menn, Brenda Wagner, Harry Zimmerman, Bill Poletti</td>
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<tr>
<td>Staff in attendance</td>
<td>- City Engineer Chris Volkman, City Attorney Andrew Hoerner</td>
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<tr>
<td>Recorder</td>
<td>- Jill Huffman</td>
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### Public Participation

None

### Approval of Minutes, August 7, 2019

Motion and second to approve minutes were made by Aldermen Peck/LeFlore. The motion carried by voice vote and was unanimous.

### Public Services Committee  
*Alderman Pat Baeske, Chairman*

### LINCOLN TRAIL SIDEWALKS, PHASE 3 – CONSTRUCTION CONTRACT

The City Engineer reported that bids were received and opened on September 3, 3:00 p.m., for the Lincoln Trail Sidewalks, Phase 3 project. The low bid was received from Hank’s Excavating & Landscaping, Inc. in the amount of $224,635.68. Hank’s has performed well for the City on past projects and recommends the City forward his bid to City Council for award.

Motion and second to forward a Resolution to City Council with recommendation of approval the contract with Hank’s Excavating & Landscaping, Inc. for $224,635.68 for the Lincoln Trail Sidewalks, Phase 3 project by Aldermen Peck/LeFlore. The motion carried by voice vote and was unanimous.
DIRECTOR'S REPORT – PROJECT UPDATES

The Director of Public Works presented his written report to the elected officials for their review.

The City Engineer relayed that the Pleasant Ridge Road project is under construction and detours are available for motorists.

Personnel Committee
Alderman Denise Williams, Chairman

Nothing to report.

Adjournment 7:02 p.m.

Submitted By:

Recorder
August 30, 2019

John Harty
Director of Public Works
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, Illinois 62208

Re: Public Library – Aluminum Storefront Unit Reconstruction
Design and Construction Documents Proposal

John:

Woolpert appreciates the opportunity to work with the City of Fairview Heights on the Window Unit Replacement project. We will be performing all work on this project out of our Fairview Heights office. Denise Breunig will be the project manager and Janfrey Scott will be the project architect.

Woolpert proposes the following scope of services for this project:

**Scope:**

Provide professional services for design and preparation of construction documents for removal and reconstruction of two (2) Aluminum Storefront systems units.

**Design Services:**

- Perform site visit to gather information regarding existing conditions.
- Prepare architectural construction documents (plans and specifications) to remove and reconstruct two existing Aluminum Storefront System Units. Improvements to the systems will consist of a new sill pan under each unit, along with new gaskets at all glass panels and sealant at entire unit.

Woolpert will attend three on-site visits/meetings (one person in attendance at each meeting).

a. One trip for pre-construction meeting.
b. One trip during construction.
c. One trip for final punch list and closeout.
Bidding Services
- Respond to questions from contractors during the bidding process.
- Attend a pre-bid conference with the interested contractors to discuss the project and answer questions from the interested contractors (included in trips outlined above).

Deliverables
- Two hard copy signed/sealed set of construction documents (full size construction plan set and specification book).
- Construction plans and specification book in electronic format (pdf and MS Word).

Items Required from the Client
- Access to the premises as necessary for site visit/field investigation.

Items Not Included
- Responsibility for the correction of any deficiencies in the building or building systems not specifically addressed above.
- Hazardous material work of any kind.
- Redesign work required to reduce the cost of the installation (minor changes in conjunction with contractor input can be accommodated).

Woolpert proposes to perform the above scope of work for a lump sum fee of:

Architectural Construction Documents (CA included) ........................................... $6,956
Construction Administration ............................................................................... $0
TOTAL .............................................................................................................. $6,956

Woolpert will invoice reimbursable expenses in addition to the above lump sum fee. Reimbursable expenses will include the following items:

- Actual cost of reproduction of all documents prepared for the City’s use for review and bidding purposes in excess of those stated above, as requested by the City. No Reimbursable Expense shall be paid for documents prepared for Consultant’s in-house review and use or for re-printing of any submittal rejected by the City.
- Actual cost of “express” mail required in connection with the project.
- Actual cost of any additional items provided upon the City’s written request.
We look forward to working with you on this project and are prepared to start work immediately upon notice to proceed.

Please contact our office with any questions, comments, or if you need any additional information.

Sincerely,

Woolpert, Inc.

Denise Breunig, AIA, LEED AP BD+C, NCARB
Discipline Leader and Project Manager
REQUEST FOR PROPOSAL

A. OVERVIEW

1. Request for Proposal

The City of Fairview Heights, (hereinafter known as the "City"), St. Clair County, Illinois, is seeking proposals for collection, processing, hauling and disposal of residential solid waste, recyclables and yard waste. The City is furnishing herein a set of specifications by which such proposals shall be considered. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

2. Proposal Delivery Procedures

Sealed proposals, including a signed contract, shall be delivered to the Office of the City Clerk, City of Fairview Heights, 10025 Bunkum Road, Fairview Heights, Illinois 62208, by no later than 4:00 p.m. on November 6, 2019. Sealed envelopes should be clearly labeled "Sealed Proposals for Residential Solid Waste, Recycling and Yard Waste Services", with the Contractor's name. One original and three (3) copies of the proposal shall be furnished. If sent by mail, the sealed envelope containing the proposals must be enclosed in another envelope addressed to the City at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility shall be attached to the City for the premature or non-opening of a proposal not properly addressed and identified.

Proposals arriving after the above specified time, whether sent by mail, courier or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the method used. Mailed proposals, which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine transmitted or emailed proposals shall not be accepted. Proposal documents shall be submitted to the City of Fairview Heights, Public Works Committee, c/o City Clerk, 10025 Bunkum Road, Fairview Heights, Illinois 62208.

The City will transmit the RFP documents to prospective Contractors by way of email, as well as any addenda that may be issued.

3. Withdrawals, Declinations

If a Contractor wishes to withdraw a proposal, the Contractor shall submit an email notification of such action to John Harty, Director of Public Works, at harty@cofh.org no later than the time of opening as specified in section A.4 below.

Potential Contractors that decline to submit a proposal are requested to so notify, by email, John Harty, Director of Public Works at harty@cofh.org.
4. **Proposal Opening Procedures**

The public opening of all proposals shall commence at 7:00 p.m. on November 6, 2019 in Council Chambers, City Hall, 10025 Bunkum Road, Fairview Heights, Illinois.

5. **Competency of Contractors**

The City reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish additional evidence as may be required by the City (beyond that which is required in response to the RFP) to evaluate Contractor's ability and resources to accomplish the services required by the specifications herein. The City shall be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm or corporation.

6. **Any questions that arise shall be directed by email to:**

    John Harty, Director of Public Works  
    City of Fairview Heights  
    harty@cofh.org

The emailed questions, along with the City's responses, shall be emailed to all known potential Contractors of record who hold RFP's without identifying the party submitting the questions. **The cut-off for receipt of additional written questions shall be 4:00 p.m., on October 28, 2019 in order to facilitate preparation of an addenda.** No inquiry received after that time will be given consideration. Replies and/or addenda, in response to emailed questions, will be emailed to all known potential Contractors by noon, November 1, 2019. Receipt of any addenda must be acknowledged as part of the proposal. The City shall not assume responsibility for the receipt by the Contractor of any addenda.

7. **RFP Package**

Each potential Contractor is instructed to check its RFP package to ensure that it has received a complete RFP package, which consists of the following sections:

   A. Overview
   B. General Instructions
   C. General Information
   D. General Specifications

Appendices:

   Appendix A Price Quotation Sheet
   Appendix B Schedules
8. **Investigation by Potential Contractor**

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specifications contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance resulting from Contractor's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. The City will assume that submission of a proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

9. **Rejection; Waivers**

The City reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the Contractor of its choice if some other manner of negotiation better serves the City's interests. The City reserves the right to award the contract to the Contractor which, in the City's judgment, best serves the needs and interests of the City and its residents.

10. **Proposal Security**

Each proposal shall be accompanied by a proposal security, which shall be in the form of a bond, certified check or a bank cashier's check in the amount of **Ten Thousand Dollars ($10,000)**. Proposals submitted without the required security shall be rejected.

After formal written notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract or post the required performance bond, and the Contractor shall be liable for any damages the City may thereby suffer.

Proposal securities shall be released as follows:

(a) The successful Contractor's security shall be retained until the contract has been signed and the required performance bond has been furnished.

(b) Proposal securities of the second and third proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the securities will be promptly returned to the unsuccessful Contractors.
(c) All other proposal securities shall be released upon selection of the top three Contractors.

B. GENERAL INSTRUCTIONS

1. Proposal Package

All sections of this RFP package are integral to the desired scope of services and quotations shall take into account the comprehensive nature of the work. It is intended that the specifications in this RFP shall become part of a non-exclusive written and signed contract for collection, hauling, processing and disposal with the successful respondent if the City contracts for services. The City reserves the right to further negotiate the terms of any agreement to provide all or part of the services contained in this RFP.

2. Format for Submissions

A properly prepared proposal shall consist of the following:

- Valid Proposal Security,
- Appendix A - Price Quotation Sheet,
- Appendix B - Completed schedules,
- Appendix C - Signed Contract,
- Contractor Qualification Statement,
- Collection Schedule,
- Narrative Presentation (the length of which shall be at the Contractor's discretion), and
- Signed Cover Letter of Submittal on the Contractor's Letterhead.

The signed cover letter accompanying the proposal must be from any officer or employee having the authority to bind the Contractor by signature. The narrative may comment on any specification or part of the RFP documents. Failure to submit all of the required information may result in the disqualification of the Contractor from consideration. Contractors may be asked to give an oral presentation of their proposal at a later date.

All price quotation sheets and schedules must be correctly filled in, using ink or entered in typed form. Any erasure or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given commodity or service alternative, each relevant item on the price quotation sheet must have the words "No quotation" entered thereupon.

A contract shall be returned with the proposal, signed and with any changes noted directly on the contract by the Contractor. Contractor shall initial any changes made.

All commentary in the narrative where the Contractor addresses specifications should refer to the section letter and subsection number (e.g. B.7) where appropriate, and should be discussed sequentially insofar as is possible.
3. **Minimum Specifications: Deviations**

The specifications included in this package describe the services that the City feels are necessary to meet the performance requirements of the City and shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications. Contractors are encouraged to provide options for enhancing the current recycling bin and/or education program to minimize blowing paper and keep the materials dry.

All alternatives shall be separately listed, and a justification shall be stated for such alternatives.

If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any portion of a submitted proposal including any alternatives and deviations contained therein prior to reaching a decision on the awarding of a contract. The City shall be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm or corporation.

4. **Examination of Service Area**

Contractors shall completely inform themselves of all the conditions under which service is to be performed, the service area and all other relevant matters pertaining to the service required to be provided under the enclosed specifications including, but not limited to, roads, collection points, collection procedures required, labor required, hours of operation, and all other factors which would affect execution and completion of the work covered by this RFP.

5. **Contractor Information**

The Contractor shall furnish the following information (Appendix B, Schedules).

(a) A list of areas or municipalities in the State of Illinois for which the Contractor furnishes or has furnished residential solid waste, recycling and yard waste collection for a period of at least two years within the last three years (Appendix B, Schedule 1).
(b) A list of final disposal and/or processing sites intended to be used for residential solid waste, recyclables and yard waste collected by the Contractor (Appendix B, Schedule 2).

(c) A Contractor qualification statement (Appendix B, Schedule 3). If one or more subcontractors are proposed, a subcontractor qualification statement shall be submitted for each subcontractor (Appendix B, Schedule 3.A.).

(d) A listing of refuse collection vehicles that will be used within the City limits (Appendix B, Schedule 4). The listing must include year, make, model, gross vehicle weight and axle design, as well as loaded capacity. Refuse collection vehicles must have covered bodies, be leakproof, cleanable, and not allow blowing or scattering of refuse.

Contractor should use extra copies of schedules or supplemental sheets as necessary to supply information.

6. Evaluation Criteria

The City will evaluate proposals with regard to qualifications and experience, ability to provide services within the identified time schedule, equipment, services offered, support of the City's mission, proposed enhancements to the specifications and cost of services. The City reserves the right to reject any and all proposals or to waive any irregularities or deviations and substitutions must be clearly annotated. The selected Contractor will have submitted the proposal that is in the best interest of the City. If a proposal does not satisfy the minimum requirements as set forth in this RFP, the proposal may be disqualified from further consideration at the discretion of the City.

7. Use of City's Name

Proposers or the selected Contractor are specifically denied the right of using, in any form or medium, the name of City of Fairview Heights for public advertising, unless express written permission is granted by the Mayor or his designated representative.

8. Time Schedule

The City expects to adhere to the following time schedule:

- Issue RFP: October 7, 2019
- Deadline for Receipt of Written Questions: October 28, 2019
- City Response/addenda to be sent by: November 1, 2019
- RFP Due Date: November 6, 2019
- Award of Contract: November 25, 2019
- Public Notification/Information: December 1, 2019
- Commencement of Contract Services: January 1, 2020
C. GENERAL INFORMATION

1. Purpose of this Section

Descriptions of the current residential solid waste, recycling and yard waste collection programs are provided only as orientation. The General Specifications (Section D of this RFP) are the City's requirements for the contract that may be let.

2. Description of the Residential Area of the City

The City of Fairview Heights is an established Metroeast community located approximately 10 minutes from downtown St. Louis on Interstate 64. The map enclosed in Appendix D provides more detail of the City. The City has a population of approximately 17,000. The contract for services shall be limited to single-family residential units and residential units for no more than three families. The approximate breakdown of housing units is as follows:

- 5,200 single-family residential units
- 1,775 two/three-family residential units

The number of units is approximate and it shall be the responsibility of the Contractor to become familiar with the City's residential areas.

3. Description of Current Residential Solid Waste Program

Since incorporation, individual property owners located within the City's boundaries have been afforded the opportunity to contract with, and pay for, the waste hauler of their choosing. All haulers engaged in the business of hauling or transportation waste have been required to obtain licenses pursuant to City Code, Chapter 8, Article 7, 2 License Required.

Individual property owners are able to obtain solid waste collection through their contracted waste hauler.

4. Description of Current Recycling Program

Individual property owners are able to recycle items through their contracted waste hauler.

5. Description of Current Yard Waste Program

Individual property owners are able to obtain yard waste collection through their contracted waste hauler.
D. GENERAL SPECIFICATIONS

1. **Intent**

   It is the City's intention to obtain, throughout the term of any future exclusive contract, a clean, courteous, well-scheduled and well-executed program for the collection, hauling and disposal of residential solid waste, recyclables and yard waste from the City's single-family residential area. While the City recognizes that any collection service involves minor customer operating problems, the intent of this RFP is to ensure that any such operation problems are corrected within twenty-four hours of notice with a minimum amount of City intervention or administration (except in emergency situations and as noted in the enclosed contract).

2. **Scope of Work**

   The Contractor shall be responsible for everything required to be performed, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, educational services, facilities and landfill space required to perform and complete the collection and disposal of residential solid waste, recyclables and yard waste, with processors required to perform and complete the processing and marketing of recyclables and yard waste, all in strict accordance with the contract. The City reserves the right to audit all records associated with the proper disposal, recycling and composting of residential waste and to inspect the facilities used to dispose, recycle and compost the City's residential waste.

3. **Duration and Scope of Contract**

   The contract for services shall become effective on November 25, 2019, and shall remain in full force and effect through midnight December 31, 2022. The City shall have the option to extend the term of the contract for a maximum period of two (2) years. The City must exercise said option by notice in writing to the Contractor no later than sixty (60) days prior to the expiration of the term of the contract. In the event of such extension, all terms and conditions of the contract shall be in full force and effect during the extension period, subject to the following:

   (a) The rates to be paid to the Contractor during the extension period shall be as listed on the price quotation sheet (see Appendix A).

   (b) The Contractor shall post with the City a Performance Bond procured at his expense for the period of extension and the amount of the Performance Bond shall be in the amount of twenty (20) percent of the annual compensation to be paid to the Contractor, up to a maximum of $1,000,000.00, during the extension period.

4. **Public Education**

   The Contractor shall provide a printed education letter or brochure to be distributed to each eligible household within the City for the purpose of explaining the program. Both
acceptable and unacceptable recycling and yard waste items shall be listed in detail in the printed materials. The public education shall also include at least one advertisement in a local newspaper of general circulation in the City. Such materials shall be provided at the Contractor's own cost.

The City shall approve the form and content of the letter or brochure and advertisement prior to their dissemination.

Upon request of the City and within reasonable notice, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain the collection program throughout the term of the contract. The number of meetings shall not exceed two (2) per year.

5. Contractor Transition

Should the City choose a different Contractor at the expiration of this contract, the Contractor shall agree to work collaboratively with the chosen Contractor in effecting an orderly transition for up to 60 days.

6. Invoicing for Services

The Contractor is solely responsible for direct invoicing and collection of fees for services rendered to each household to which it provides service in the City. All billing will be for services rendered prior to the billing date. No advanced billing for service will be permitted. Billing should be on a quarterly basis. The Contractor shall provide a list, in digital format, of all units being billed, as requested by the City.

Resident desirous of suspending services will be required to notify the Contractor 14 days prior to desired suspension. Suspension of services will be for no less than three calendar months.

7. Service and Complaints

The Contractor shall provide the residents of Fairview Heights with a toll free (1-800) phone number for customer service requests. This number shall be prominently displayed on all customer service billings. A message recorder and emergency contact number shall be provided for customer service requests outside normal business hours. All recorded messages shall be answered on the next business day. A back-up message recorder shall be provided in the event of failure of the main phone recorder. The Contractor shall also provide residents of Fairview Heights an e-mail address for customer service requests. Any complaint must be given prompt and courteous attention and, in case of missed scheduled collections, the contractor shall investigate and, if verified, shall arrange for the pick-up of said refuse within 24 hours after the complaint is received. The Contractor shall answer the phone promptly, with an average hold time not to exceed three minutes, and process complaints quickly without requiring callers to spend long periods of time on hold while waiting for their calls to be handled. The Contractor shall keep a log of all customer complaints or inquiries received from residents of single-family households in the City, together with notations showing when each complaint was received, when the
complaint was remedied, and how each complaint was addressed or resolved by the Contractor. The Contractor shall provide the City with a copy of the log and a summary of complaints or inquiries in a digital format no less frequently than once per month. **The Contractor shall provide private contact numbers and email addresses for City staff to contact company supervisors between the hours of 7:00 a.m. to 7:00 p.m.**

Service shall be provided in a workmanlike manner. Contractor is responsible for immediately removing any residue or spillage from each stop along the residential collection route. Any residential waste, recyclables or yard waste spilled or blown during transportation shall be retrieved immediately.

8. **Penalties**

Contractor shall pay as liquidated damages the sum equal to the corresponding rate stated in the schedule of rates for each dwelling unit pick-up point which, after investigation by the City, has been determined by it to have missed on any collection day; provided, however, that the Contractor shall not be penalized for said amount for a missed collection point if a pick-up at any such pick-up point is made within 24 hours of the appointed pick-up date and provided further that the Contractor shall not be penalized as hereinabove provided if such failure shall be caused by fire, riots, civil commotion or acts of God. For any other failure to comply with the provisions of the contract for services, the Contractor shall pay as liquidated damages the sum of Two Thousand Three Hundred Dollars ($2,300.00) per day.

In the event that the Contractor shall fail or refuse to perform his duties and obligations, or shall become insolvent or shall become the subject of a proceeding in bankruptcy (including any proceeding under Chapter 11 of the Bankruptcy Act), or shall become the subject of any proceeding for the appointment of a receiver, or in the event of an assignment of assets by the Contractor for the benefit of its creditors, or the taking of the Contractor's trucks, equipment, vehicles or other facilities used in connection with the performance of the work under any execution against the Contractor, in such events, the City may, at its option, declare same forfeited and terminated and the City shall, in addition, be entitled to recover damages and take such other action and seek other remedies as may be permitted by law. The remedies available to the City hereunder shall include, but not be limited to, collection on the Performance Bond posted by the Contractor.

9. **Assignment or Transfer of Contract**

The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the consent, in writing, of the City. Any subcontractor(s), and its role in providing services to the City, shall be identified in the proposal.

10. **Contract Amendment**

Any contract entered into by the Contractor and the City of Fairview Heights cannot be modified or changed without the written consent of both parties.
11. **Contract Termination**

The City shall have the right to revoke the contract upon ninety (90) days written notice to the Contractor for failure to perform the required services in the sole opinion of the City.

In the event the Contractor fails to collect refuse, recyclables or yard waste for any five (5) day period as provided herein, the City is authorized to execute against the Performance Bond and the ninety (90) day notice provision will thereby be waived, the City having the immediate right to terminate the contract without further notice to Contractor, except for the acts of God that prevent collection.

12. **Local Improvements**

The City reserves the right to construct any improvement or to permit any construction in any road, which may have the effect for a time of preventing the Contractor from traveling its accustomed route or routes for collection. **The City will formally notify the contractor of street closures including the estimated length of the closure.** The Contractor shall, however, by a method acceptable to the City, continue to collect the residential solid waste, recyclables and yard waste to the same extent as though no interference existed upon the roads formerly traversed. This shall be done at no extra cost to the City. The City agrees to notify and work with the Contractor to resolve any problems due to construction activity.

13. **Compliance**

The Contractor shall comply with the City of Fairview Heights City Code, Chapter 8, Article VII, Waste Haulers (Appendix D).

The Contractor shall obtain a City of Fairview Heights business license, which includes an annual inspection of all hauling vehicles and the provision of a certificate of insurance.

14. **Hours of Collection**

Hours of collection shall be between 7:00 a.m. and 7:00 p.m. Monday through Friday, with no collection allowed on Sundays. Saturday collections will be allowed in weeks where a Federal holiday occurs.

15. **Quarterly Reports**

The Contractor shall submit quarterly reports to the City which state the number of households served, the number of households participating in the City's curbside recycling program (based on accurate counts by the Contractor), the number of households participating in the yard waste collection program, the amount (in tons) of recyclables and yard waste diverted from final disposal by the City's households and the amount of refuse disposed of by the City's households. The report shall include a certification that all collected recyclables were processed appropriately and were not taken to a landfill. The quarterly reports shall be due within 15 days of the end of the quarter.
16. **Title to Wastes**

All residential solid waste, yard waste and recyclables from the City's households collected by the Contractor in accordance with the terms of the contract shall become and be the property of the Contractor as soon as the material is picked up or otherwise placed in the Contractor's vehicle.

17. **Annexation**

The Contractor shall agree to provide the same refuse collection services, at same price, to areas annexed by the City, in accordance with State law.

18. **State Disposal Legislation**

The Contractor shall be aware of impending State of Illinois deadlines established by legislation for implementation of restrictions on disposal of certain wastes, and shall be responsible for compliance with such legislation.

19. **Strike Guarantee**

In the event of a work-related strike and picketing by City employees, or strike by Contractor's employees or picketing of City premises by other persons, the Contractor shall guarantee continuation of normal residential solid waste, recycling and yard waste collection services to the City.

20. **Performance Bond**

The Contractor shall also furnish to the City a Performance Bond in favor of the City, specified by name, in the amount of twenty (20) percent of the annual compensation to be paid to the Contractor, up to a maximum of $2,000,000.00. The total number of single family homes stated in Section C.2 shall be used to establish the number of homes potentially served under this contract.

The Performance Bond guaranteeing performance shall remain in effect for the term of the Agreement and shall be delivered upon contract execution. A new Performance Bond shall be delivered to the City at least thirty (30) days prior to the expiration date of an existing bond.

21. **Insurance**

Liability Insurance - The Contractor shall obtain and maintain in force during the term of the contract, at his own expense, for all vehicles, equipment and personnel used in the work covered by the contract, whether used and employed by the Contractor or sub-contractor, liability insurance in a sum of not less than $2,000,000.00 per accident or occurrence. Said insurance shall specifically name the City of Fairview Heights as an additional insured party under said policies, and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to write insurance in the State of Illinois and said policy will not be altered, amended or terminated without thirty (30) days notice having been given

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to the City of Fairview Heights. Any approved sub-contractor shall be subject to all the conditions of this paragraph. A verified copy of such insurance policy or policies, which shall be approved by the City Attorney, shall be submitted to the City Clerk prior to the commencement of services.

Successful Contractor must provide insurance coverages listed below and include the City of O'Fallon as an additional, named insured:

- General Liability $2,000,000
- Property Damage $2,000,000
- Automobile Liability $2,000,000
- Property Damage $2,000,000

Worker's Compensation Insurance - The Contractor shall obtain and maintain in force during the term of the contract, at his own expense, Worker's Compensation Insurance in amounts as prescribed by the Statutes of Illinois. Any approved sub-contractor also shall obtain and maintain in force during the term of the contract, Worker's Compensation Insurance.

22. Indemnification

Contractor shall defend, indemnify and hold harmless the City from and against any and all costs (including, but not limited to, attorney's fees), expenses (including, but not limited to, settlement payments), actions, suits, proceedings, claims, demands, assessments, judgments, incident to or arising as a result of the performance or failure to perform on the part of the Contractor, or any approved sub-contractor, under this contract.

23. Program Specifications

Detailed program specifications and requirements are provided for "Basic Service", "Optional Services" and "Additional Services". Those submitting proposals must use the price quotation sheet (see Appendix A) for submitting price quotes and must sign the price quotation sheet. The prices quoted shall be the maximum the Contractor will charge for the service and timeframe specified.

(a) Basic Service - For the purposes of calculating a price quotation for Basic Service, the following specifications and requirements shall apply to residential solid waste, bulky waste, single stream recyclables and yard waste collection, hauling, processing and disposal of waste generated by the City's single-family households and households for no more than three (3) families.

1. Residential solid waste, bulky waste, and yard waste shall be collected once a week on the same day, at the front curb line. Recyclables shall be collected every other week on the same day as solid waste, bulky waste and yard waste at the same location. The Contractor shall establish the place of pick-up with individual households.
2. Collection of the City's residential solid waste, bulky waste, single stream recyclables and yard waste shall be accomplished Monday through Friday each week, excluding Sunday. The Contractor shall determine a collection schedule based on a Monday through Friday format. If a holiday prevents a collection, the route will be picked up one day behind schedule, for the remainder of the week. If a holiday prevents collection on Monday, then Monday routes will be picked up on Tuesday, Tuesday routes will be picked up on Wednesday, Wednesday routes on Thursday, Thursday routes on Friday and Friday routes on Saturday.

3. Materials collected for single stream recycling at the curb shall include newspapers (including inserts), chipboard, boxboard, cardboard boxes, paper bags, telephone books, catalogs, magazines, newspapers, paper cardboard, dairy and juice containers, junk mail, office and school paper, glass bottles and jars, pots and pans and household metals, plastic bottles and containers #1-#7, aluminum cans, foil and pie tins, tin and steel cans. Unacceptable items include non-food cans such as paint or aerosol cans, mirrors, light bulbs, pesticide/herbicide containers, plastic wrappers, bleach or motor oil containers, household hazardous waste such as wet paint, strong cleaning agents, tires, auto batteries, etc.

4. The Contractor shall supply each household to which it provides service with one (1) 96-gallon cart for single stream recyclables, one (1) 96-gallon cart for solid waste, and (1) 96-gallon cart for yard waste. In addition, each household to which the Contractor provides service shall receive at least one (1) additional cart if the old cart becomes damaged.

5. The Contractor shall offer Christmas tree collection to each household to which it provides service at no additional charge. This free service shall be offered throughout the month of January during regular collection days.

6. It shall be the responsibility of the Contractor to inform customers of any changes in routes, procedures or the manner in which holidays are treated, following notice to and approval of the City.

7. The Contractor shall provide refuse containers, as required by the City:
   - **Public Works**: two 20 cy containers – one time a week, two 40 cy containers - three times per year during street sweeping, one 4 cy container – one time a week.
   - **Municipal Complex**: one 8 cy container – two times a week, one 8 cy recycling container – one time a week.
   - **Pleasant Ridge Park**: one 8 cy container – one time a week.
Moody Park: two 8 cy containers – two times a week.
Community Clean-up: two 40 cy containers – two times a year.
The REC: one 4 cy container on casters – two times a week, 1 cy recycling container – two times a week.

The Contractor shall provide containers and collection for City sponsored special events. The Contractor shall provide containers to future City facilities. The Contractor shall not charge the City for these services.

10. Year-round collection of unlimited yard waste shall be made at the front curb line on the same day as residential solid waste, bulky waste and recyclables. All yard waste is to be contained in a provided 96-gallon cart.

11. The Contractor shall provide weekly collection of one bulky item on the normal collection day. Bulky items are defined as all types of solid waste that cannot be placed into a 96-gallon cart, but can be carried to the curb by two persons, and does not exceed 150 pounds. Bulky items include such things as household equipment and furniture. It does not include automobile parts or components, batteries, tires, computers, appliances and household hazardous waste items.

12. The Contractor shall provide a senior citizen discount for households consisting of no more than two persons in which the head of the household is 65 years of age or older, as well as a disabled persons discount.

(b) Optional Services - At the option and request of the resident, the Contractor shall provide the following services. Contractors are required to provide price quotes for the optional services on the Price Quotation Sheet (Appendix A). The price quoted shall be the additional or incremental cost for the optional service.

1. The Contractor shall provide an additional 96-gallon mobile cart for the storage of residential solid waste, recycling or yard waste at an additional cost as identified on the Price Quotation Sheet (Appendix A).

2. The Contractor shall provide collection of household appliances such as clothes washers and dryers, ranges and stoves, refrigerators and freezers, microwave ovens, dish washers, household trash compactors, and hot water heaters on a per call basis and at an additional cost as identified on the Price Quotation Sheet (Appendix A).
Additional Services - Contractors are required to provide price quotes on the Price Quotation Sheet (Appendix A) for the following additional services that the City may elect to include in the final contract.

1. On-call collection of residential solid waste via truck, at the request of the City in emergency situations, shall be offered at an additional cost as identified on the Price Quotation Sheet (Appendix A). Collection services shall be provided within 24 hours of notification from the City.

2. Weekly collection of single stream recycling.

3. Collection of solid waste at 15 bus stops.

4. Coordination, manning, collection and disposal of household hazardous waste items once per year.
APPENDIX A – PRICE QUOTATION SHEET

The following services are to be quoted per month, per residence in the space provided in the table below:

**OPTION 1** – Trash/Solid Waste collected one time per week, Yard Waste collected one time per week, Recycle material collected once every two weeks, and one bulky item collected one time per week.

**OPTION 2** - Trash/Solid Waste collected one time per week, Yard Waste collected one time per week, and one bulky item collected one time per week.

**OPTION 3** - Trash/Solid Waste collected one time per week, Recycle material collected once every two weeks, and one bulky item collected one time per week.

**OPTION 4** – The price associated with providing an additional 96-gallon cart (per each) for Trash/Solid Waste, Yard Waste or Recycle.

**OPTION 5** – The price (per each) for the pick-up and disposal of eligible household appliances.

The price quoted per month, per residence in the space provided in the table below is to include the following:

- The City of Fairview Heights facility services listed in Section 23. Program Specifications, Article 7 on page 14 and 15 of the RFP.
- Christmas tree removal in the month of January.
- Collection of solid waste at 15 bus stops in town.
- Senior/Disabled discount.

<table>
<thead>
<tr>
<th></th>
<th>OPTION 1</th>
<th>OPTION 2</th>
<th>OPTION 3</th>
<th>OPTION 4</th>
<th>OPTION 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>YEAR 1</td>
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<tr>
<td>YEAR 2</td>
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<tr>
<td>YEAR 3</td>
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</tbody>
</table>
APPENDIX B – SCHEDULES

SCHEDULE 1 – Provide a list of areas or municipalities in the State of Illinois for which the Contractor furnishes or has furnished residential solid waste, recycling and yard waste collection for a period of at least two years within the last three years:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

SCHEDULE 2 – Provide a list of final disposal and/or processing sites intended to be used for residential solid waste, recyclables and yard waste collected by the Contractor:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Return to Agenda
SCHEDULE 3 – Provide a list refuse collection vehicles that will be used within City limits. The listing must include year, make, mode, gross vehicle weight and axle design, as well as loaded capacity. Refuse collection vehicles must have covered bodies, be leak-proof, cleanable and not allow blowing or scattering of refuse.
This Municipal Recycling and Waste Agreement (the “Agreement”) is entered into on November 25, 2019 (the “Effective Date”), by and between the City of Fairview Heights, Illinois, a municipal corporation created under the laws of the State of Illinois (“City”), and Contractor, a corporation.

Recitals

A. The City desires to provide its citizens with environmentally sound solid waste collection and disposal and recyclable materials collection;
B. Contractor and its affiliates have extensive experience in providing solid waste, recyclable materials, and yard waste collection, disposal and processing; and
C. The City has determined that it would be in the best interests of its citizens to contract with Contractor for the collection of its residential solid waste and recyclable materials according to the terms and conditions contained herein.

Agreements

I. DEFINITIONS

a. Acceptable Waste – shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered “Acceptable Waste” only if properly contained with a 96-gallon cart placed at the curbside on the proper weekly collection day. As used herein, the term “waste” shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to Contractor upon collection in Contractor vehicles.

b. Excluded Waste – shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges, waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product, waste tires, biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sold, tree branches and stumps; paint; motor oil, excessive storm debris or debris resulting from weather events such a tornadoes; or any item too large or heavy to be contained within a 96-gallon cart. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.

c. Recyclables or Recyclable Materials – are defined in Exhibit A. Title to Recyclable Materials shall transfer to Contractor upon collection in Contractor vehicles.

d. Bulky Items – shall mean those items that will not fit in a cart and are items such as couches, chairs, mattresses, tables and other furniture pieces including carpeting that has been cut, tied and bundled into rolls no larger than 4 feet long and each bundle weighting no more than 150 pounds. Bulk Items do not include
bags or boxes of construction debris or hazardous waste, waste tires, White Goods, materials which are flammable, explosive, caustic for example, automotive batteries, engine oil or fuel/propane tanks.

e. White Good – shall mean household appliances containing a refrigerant such as refrigerators, dehumidifiers, washing machines and clothes dryers. Residents shall call Contractor to arrange a time for collection.

f. Yard Waste – shall mean grass or shrubbery cuttings, leaf, and tree limbs and brush contained in the 96-gallon cart.

g. Residential Unit – shall mean a dwelling within the corporate limits of the City occupied by a person or persons as a domicile. A residential unit shall be deemed occupied when either domestic water or light and power services are being supplied thereto. Apartment or condominium buildings with four (4) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement.

II. TERM

The initial term of this Agreement shall be for three (3) years commencing on January 1, 2020 and expiring December 31, 2022, and thereafter may renew for a 2-year period, unless either Party gives the other Party written notice of intention to terminate the Agreement at least sixty (60) days prior to the end of the initial term. Notwithstanding the foregoing, the Parties may extend the Agreement on mutually agreed to terms and conditions for successive periods upon the expiration of the 2-year option period.

III. SERVICES

a. Contractor shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste and Recyclable Materials collection to all Residential Units of the City, which currently consists of approximately 6975 Residential Units (the “Service”). As part of the Service, Contractor shall:

i. Cart Supply. Each Residential Unit shall be provided a 96-gallon cart for Acceptable Waste, a 96-gallon cart for Recyclable Materials, and a 96-gallon cart for Yard Waste, and New Residential Units shall be provided a 96-gallon cart for Acceptable Waste, a 96-gallon cart for Recyclable Materials, and a 96-gallon cart for Yard Waste at no charge as the Units are added to the City. The carts and equipment Contractor furnishes Residents and the City shall remain Contractor’s property.

ii. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by Contractor and City. Collections shall occur during ordinary hours but in no instance earlier than 7 a.m. All Acceptable Waste must be placed at the curb for collection no later than 6:00 a.m. on scheduled day of collection.
iii. **Recyclable Materials Collection Frequency, Days and Times.** Contractor shall provide recycling collection services to Residential Units on a bi-weekly basis, subject to the terms and conditions in Exhibit A. The City and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A replaced in the recycling containers. Contractor reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material.

iv. **Yard Waste.** Yard Waste shall be collected from curbside once per week on the regular solid waste collection day. Residential Units may obtain an additional Yard Waste Cart as Listed in Article V. Fees and Payments.

v. **Exclusions from the Service.** Notwithstanding anything to the contrary herein, the Service shall not include white goods collection or construction or demolition waste collection. Services to commercial establishments are not covered by this Agreement.

vi. **Disposal.** Contractor shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste.

vii. **Holiday Schedule.** The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the succeeding Friday, Christmas Eve, Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday.

viii. **Cart Replacement.** Contractor shall replace at no charge to the City or the individual Residential Unit any Cart that becomes damaged, destroyed, or stolen during the provision of the Service, or that becomes unusable because of ordinary wear and tear. If the Residential Unit requests a Cart swap due only to odors/uncleanliness or if the cart is damaged and requires minor repairs, a $40.00 swap fee will be charged. Company shall also supply new containers to households who experience a change in ownership during the agreement period.

ix. **Quarterly Reports.** Contractor shall submit quarterly reports to the City which shall state the number of households served, the number of households participating in the City's curbside recycling program (based on accurate counts by Contractor), the number of households participating in the residential solid waste collection program, the number of household participating in the yard waste program, the amount (in tons) of recyclables, residential solid waste, and yard waste diverted from final disposal by the City's households. The report shall include a certification that all collected recyclables were processed
appropriately and were not taken to a landfill. The quarterly reports shall be due within fifteen (15) days of the end of each quarter.

x. Support. Contractor shall maintain an office for the transaction of business including receipt of service calls or complaints and shall be available for such calls on all working days between the hours of 7:30 a.m. to 5:00 p.m. Contractor shall provide the residents of the City of Fairview Heights with a toll free (1-800) phone number for customer service requests. This number, along with the local office phone number shall be provided for customer service requests outside normal business hours. All recorded messages shall be answered on the next business day. A back-up message recorder shall be provided in the event of failure of the main phone recorder. Contractor shall also provide residents of the City of Fairview Heights an email address for customer service requests. Any complaint must be given prompt and courteous attention and, in case of missed scheduled collections, Contractor shall investigate and, if verified, shall arrange for the pick-up of said residential solid waste within twenty-four (24) hours after the complaint is received. Contractor shall answer the phone promptly, with an average hold time not to exceed three minutes, and process complaints quickly without requiring callers to spend long periods of time on hold while waiting for their calls to be handled. Contractor shall keep a log of customer complaints or inquiries received from residents of single-family residential units and residential units for no more than four families in the City, together with notations showing when each complaint was received, when the complaint was remedied, and how each complaint was addressed or resolved by Contractor. Contractor shall provide the City with a copy of the log and summary of complaints or inquiries in a digital format no less frequently than once a month. Contractor shall provide a private contact number for City staff to contact company supervisors between the hours of 7:00 a.m. to 7:00 p.m.

xi. Additional Services.

1. Contractor shall provide the following equipment and collect Acceptable Waste and Recyclable Materials from the following City facilities at no additional charge:

Public Works: two 20 cy containers - one time a week, two 40 cy containers – three times per year during street sweeping, one 4 cy container – one time a week.

Municipal Complex: one 8 cy container – two times a week, one 8 cy recycling container – one time a week.

Pleasant Ridge Park: one 8 cy container – one time a week.

Moody Park: two 8 cy containers – two times a week.
Community Clean-up: two 40 cy containers – two times a year.

The REC: one 4 cy container on casters – two times a week, 1 cy recycling container – two times a week.

2. On-call collection of residential solid waste via truck, at the request of the City in emergency situations is offered at the following rates to be paid by the City. Collection services shall be provided within 24 hours of notification from the City.

<table>
<thead>
<tr>
<th>Year of Term</th>
<th>Equipment</th>
<th>Per Container/Per Haul (includes delivery, haul and disposal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 – 2022</td>
<td>8-yard container</td>
<td>$</td>
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<td></td>
<td>20-yard container</td>
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<td></td>
<td>40-yard container</td>
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<tr>
<td>2023 – 2024</td>
<td>8-yard container</td>
<td>$</td>
</tr>
<tr>
<td>(2 yr option)</td>
<td>20-yard container</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>40-yard container</td>
<td>$</td>
</tr>
</tbody>
</table>

3. Christmas tree removal and disposal between January 1 through January 31 of each year during the Term at no cost to the residents.

b. Compliance with Laws - The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances.

c. Personnel and Equipment - The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner.

d. Complaints and Missed Pick-ups - All complaints at to Contractor’s provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. Contractor shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of force majeure events within one (1) weekday, conditions permitting.

e. Anti-Discrimination - In performing the Service, Contractor shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.

f. Exclusive - The City grants the exclusive right to perform the Services set forth in this Agreement. The City agrees that it will not allow anyone other than Contractor to lease carts to residents or engage in the collection of residential waste within the City, with the exception of those residents or future residents (through annexation) that already use another provider as of the date of this Agreement.

IV. HOUSE COUNT AND ADJUSTMENTS

The estimated house count at the commencement of the term hereunder shall be 6,975 Residential Units; however, the Parties shall verify this house count prior to the initial billing under this Agreement and shall adjust the house count for billing
purposes accordingly. Either Party may propose a prospective adjustment to the house count at any time; during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house county to apply thereafter. Contractor shall keep accurate route sheets and/or a Residential Unit database that shall be provided to the City promptly upon is request.

V. FEES AND PAYMENTS
   a. Service Fee per Residential Unit – Service fee shall be in accordance with Appendix A – Price Quotation Sheet of the Request for Proposal (attached to this Agreement). The fees to be paid by the Resident to Contractor are based on the collection of one (1) Acceptable Waste Cart, one (1) Recyclable Materials Cart, and one (1) Yard Waste Cart placed at the curbside by the Resident by 6:00 a.m. the morning of pickup, at the frequency identified in this Agreement. The fee per Residential Unit, per month, for the Term is set forth below. There is a 15 percent (15%) Senior Discount for resident 65 years or older.
   b. Annual Increase - Annually, the monthly fee per Residential Unit shall be adjusted on each anniversary of the effective date of this Agreement by three percent (3%) as set for the above.
   c. Invoices and Payment - Contractor will submit quarterly invoices to the resident and the resident shall have thirty (30) days from the invoice date to remit payment in full. The maximum interest permitted to be levied onto outstanding balances due and unpaid after more than fifteen (15) days beyond the due date shall be five percent (5%) or the maximum interest permitted by law whichever is less. Contractor reserves the right to stop service to a Residential Unit where the invoice is unpaid 45 days after start of billing cycle. There is a charge of $25.00 to restart the service.
   d. Changes in Law - Notwithstanding anything to the Contractor in this Agreement, Contractor shall be entitled to pass through to, and collect from, the City any additional collection or disposal costs, taxes, or surcharges incurred by Contractor as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting and disposal of solid waste and/or recyclable materials.

VI. OPERATIONS OF EQUIPMENT
   a. All service shall be provided in a workmanlike manner. Contractor is responsible for immediate removal of any residue or spillage from each stop along the residential collection route. Any residential solid waste, recyclables, or yard waste spilled or blown during transportation shall be retrieved immediately.
   b. No waste hauling vehicle shall be parked or be permitted to stand anywhere in the City except as provided for in subsection 6 (c) any longer than is necessary to pick up containers, provided that the standing of such vehicles made necessary by mechanical trouble, traffic conditions, accident or obedience to the
direction of a police officer or traffic signals shall not be considered a violation of this section.

c. Contractor’s equipment shall not be parked within the City limits unless, in the opinion of the City Code Enforcement Officer, a designated location shall not create a nuisance for adjoining property owners.

d. Contractor shall operate waste hauling vehicles in legal, safe and courteous manner. Drivers of vehicles shall drive cautiously and shall not skid or stop abruptly, or operate the vehicle in any other manner which will damage City streets or alleys. The City will issue appropriate citations to the drivers who do not adhere to these conditions.

e. A waste hauling vehicle or other equipment shall not be washed on the City streets or public property and will not be washed where the wastewater will cause any offensive odors to adjoining property owners.

VII. DEFAULT AND TERMINATION
The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (1) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (3) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys’ fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

VIII. PENALTIES/REMEDIES
Company shall pay as liquidated damages the sum equal to the corresponding rate stated in the schedule of rates for each dwelling unit pick-up point which, after investigation by the City, has been determined by it to have missed on any collection day; provided however, that Contractor shall not be penalized for said amount for a missed collection point if a pick-up at any such pick-up point is made within 24 hours of the appointed pick-up date and provided further that Contractor shall not be penalized as hereinabove provided if such failure shall because by fire, riots, civil commotion or acts of God.

In the event that Contractor’s material breach of this Agreement or in the event Contractor violates any provision of the City’s ordinances or State of Illinois statutes or U.S. Code or rules or regulations of any Illinois or Federal Agency exercising authority over solid waste disposal, or violates any reasonable orders of findings of any regulatory body having jurisdiction over company relative to the collections, disposal or processing of residential solid waste unless such orders or ruling are
contested by bankruptcy (including any proceeding under Chapter 11 of the
Bankruptcy Act), or shall become the subject of any proceeding for the appointment
of a receiver, or in the event of an assignment of assets by Contractor for the benefit
of its creditors, or the taking of Contractor’s trucks, equipment, vehicles or other
facilities used in connection with the performance of the work under any execution
against Contractor, the City may, at its option, terminate this Agreement and the City
shall, in addition, be entitled to recover as liquidated damages in the sum of
$2,800.00 per day for each day that Contractor fails to perform its obligation herein.

Further, in addition to seeking damages, the City may take such other action and
seek other remedies at law or in equity. The remedies available to the City shall
include, but not limited to, collection of the Performance Bond posted by the
Contractor.

In the event of Contractor’s material breach of this agreement, Contractor agrees to
pay, in addition to the aforementioned damages, all disposal fees; investigative,
attorney, reporter or witness fees; travel expenses; depositions; court costs; interest
and penalties which the City may be required to pay as a result or Contractor’s
breach of this Agreement.

Power to invoking its right of termination, the City shall notify Contractor of its intent
to terminate and reason(s) for termination. Should the reason(s) for termination not
be cured within ninety (90) days of receiving the notice, the termination shall be
effective set forth in the notice.

IX. **FORCE MAJEURE**
Contractor’s performance of the Service may be suspended and its obligations
hereunder excused during the pendency of a cause or causes beyond its reasonable
control, such as by way of example and not limitation: acts of war, public enemy, civil
disturbance, riot or disorder, epidemic or pandemic, acts of God such as landslide,
lightning, earthquake, fire, storm, the impending approach of a storm, or flood,
explosion, restraining orders, interference by civil or military authorities, strike,
statute, ordinance, government order or ruling, or other similar causes. In the event
of an occurrence of a force majeure event, Contractor shall notify the City
immediately, in writing, describing the particulars of the circumstances preventing
performance of the service and its expected duration. Notice shall be provided after
the effect of such occurrence has ceased.

X. **LICENSE**
Contractor shall, throughout the term of this Agreement, or any extension thereof,
maintain all licenses required by the City of Fairview Heights as well as State and
Federal Agencies.
XI. STATE DISPOSAL LEGISLATION
Contractor shall be aware of impending State of Illinois deadlines established by legislation for implementation of restrictions on disposal of certain wastes, and shall be responsible for compliance with such legislation.

XII. IMPROVEMENTS
The City reserves the right to construct any improvement or to permit any construction in any road, which may have the effect for a time of preventing Contractor from traveling its accustomed route or routes for collection. The City will formally notify Contractor of street closures including the estimated length of the closure. Contractor shall, however, by a method acceptable to the City, continue to collect the residential solid waste, yard waste and recyclables to the same extent as though no interference existed upon the roads formally traversed. This shall be done at no extra cost to the City. The City agrees to notify and work with Contractor to resolve any problems due to construction activity.

XIII. INDEMNIFICATION
a. To the fullest extent permitted by law, the City agrees to indemnify, defend, and hold Contractor harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorney’s fees and costs of defense, based upon or arising out of the City’s breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. Contractor agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys’ fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provisions to the contrary, Contractor shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the service.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

XIV. INSURANCE AND PERFORMANCE BOND
a. Liability Insurance - Contractor shall obtain and maintain in force during the term of the Agreement, at its own expense, for all vehicles, equipment and personnel used in the work covered by this Agreement, whether used and employed by Contractor or its subcontractor, insurance per accident or occurrence in the sums set further hereafter. Said insurance shall specifically name the City of Fairview
Heights its elected and appointed officials and employees as additional insured Parties under said policies, and said insurance shall be carried with a firm or corporation which has been duly licensed or permitted to write insurance in the State of Illinois and said policy will not be altered, amended or terminated without thirty (3) days' notice having been given to the City. Any approved subcontractor shall be subject to all conditions of this paragraph. A verified copy of such insurance policy or policies, shall be submitted to the City Clerk for approval prior to the commencement of services.

b. Worker's Compensation - Contractor shall obtain and maintain in force during the term of the agreement, at its own expense, Worker's Compensation Insurance in amounts as prescribed by the Statutes of Illinois. Any approved subcontractor also shall obtain and maintain in force during the term of the agreement, Worker’s Compensation Insurance.

c. Contractor shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement.

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>A. Worker's Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>B. Employer's Liability</td>
<td>$500,000</td>
</tr>
<tr>
<td>C. Comprehensive General Liability</td>
<td>$500,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>D. Automobile Liability (owned and non-owned)</td>
<td></td>
</tr>
<tr>
<td>i. Bodily Injury</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>ii. Property Damage Liability</td>
<td>$500,000 per occurrence</td>
</tr>
<tr>
<td>E. Excess/Umbrella</td>
<td>$500,000 per occurrence</td>
</tr>
</tbody>
</table>

d. Contractor shall furnish to the City a Performance Bond in favor of the City in the amount of twenty percent (20%) of the annual compensation to be paid to Contractor, up to a maximum of $1,000,000 during the extension period. The total number of single family homes shall be used to establish the number of homes potentially served under this Agreement.

XV. ASSIGNABILITY
This Agreement is to be held in personal trust by Contractor. It cannot, in any event, be sold, transferred, leased, assigned or disposed of, in whole or part, either by force or involuntary sale or by a voluntary sale, merger, consolidation or otherwise without prior consent of the City Council of the City of Fairview Heights and such consent shall not be unreasonably withhold.

XVI. CONTINGENCY
This Agreement is contingent upon approval by the Fairview Heights City Council as required by Illinois Municipal Code. Until approved by the City Council, this Agreement shall not be binding upon the City of Fairview Heights even if executed by the Mayor and Clerk of the City of Fairview Heights prior to City Council approval.
XVII. CONFLICT OF LAWS
This Agreement and the terms and conditions herein shall be subject to the terms and provision of Chapter 8, Article 7 – Waste Haulers of the Code of Ordinances of the City of Fairview Heights and any amendments thereto, excluding Sections 8-7-1, 8-7-2, 8-7-3, 8-7-4, 8-7-5, 8-7-6, 8-7-7, 8-7-14, 8-7-15, which shall not apply to Contractor, and except as the terms of this Agreement or the City Ordinances are inconsistent with any applicable statute or code of Illinois or the United States or ruling or regulation of any Illinois or Federal Agency exercising authority over solid waste disposal in which case the statute or regulation shall control. Nothing herein shall be construed as an abrogation by the City of its police powers.

XVIII. MISCELLANEOUS PROVISIONS
a. Independent Contractor - Contractor shall perform the Service as an independent Contractor. Contractor, its officers, employees, agents, contractors or subcontractors are not and shall not be considered employees, agents or servant of the City for any purpose whatsoever under this Agreement or otherwise. Contractor, at all times, shall have exclusive control of the performance of the service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control Contractor, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which Contractor shall perform its obligations under the Agreement.

b. The City reserves the right to audit, at any time, all records associated with the proper disposal, composting of residential solid waste, yard waste and recyclables and inspect the facilities used to dispose, recycle and compost the City’s residential solid waste, yard waste and recyclables.

c. Amendments - No amendment to this Agreement shall be made except upon the written consent of both Parties.

d. Entire Agreement - This Agreement constitutes the entire Agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.

e. Waiver - A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

f. Severance - In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

g. Choice of Law - This Agreement shall be governed by the laws of the State of Illinois, County of St. Clair. Any suit or proceeding arising out of or related to this Agreement shall be commenced in the 20th Judicial Circuit Courts, in St. Clair County, Illinois and each Party to this Agreement consents to the exclusive jurisdiction of this court.
h. Ambiguity - In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all Parties hereto and no presumptions or burden or proof shall be construed as if drafted by virtue of the Authorship of any of the provision of this Agreement.

i. Time - Time is of the essence in the performance with this Agreement. Services to be performed by company shall be in accordance with the schedule established herein. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns of Company.

j. Notice - All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the Parties have executed this Municipal Solid Waste, Recycling, and Yard Waste Agreement as of the effective date indicated above.

Contractor City of Fairview Heights

____________________________________  ______________________________________

Signature                               Signature

____________________________________  ______________________________________

Printed Name                            Printed Name

____________________________________  ______________________________________

Title                                   Title
Exhibit A
Single Stream Recycling

The list of items below represents the current materials currently being accepted by Contractor as Recyclables. This list may expand or contract due to market conditions.

<table>
<thead>
<tr>
<th>Acceptable Recyclables (“Recyclables”)</th>
<th>Unacceptable Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminum food and beverage containers</td>
<td>Microwave trays</td>
</tr>
<tr>
<td>Glass food and beverage containers – brown, clear, or green</td>
<td>Mirrors, window or auto glass</td>
</tr>
<tr>
<td>Ferrous (Iron) cans PET plastic containers with the symbol #1 – with screw tops only, without caps</td>
<td>Light bulbs</td>
</tr>
<tr>
<td>HDPE natural plastic containers with the symbol #2 – (milk and water bottles)</td>
<td>Ceramics</td>
</tr>
<tr>
<td>HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)</td>
<td>Porcelain</td>
</tr>
<tr>
<td>Plastics with symbols #3, #4, #5, #6, #7 – narrow and screw to containers – without caps</td>
<td>Plastics unnumbered</td>
</tr>
<tr>
<td>Newsprint</td>
<td>Plastic bags</td>
</tr>
<tr>
<td>Old corrugated cardboard</td>
<td>Coat hangers</td>
</tr>
<tr>
<td>Magazines and mail</td>
<td>Glass cookware/bakeware</td>
</tr>
<tr>
<td>Catalogs and telephone books</td>
<td>Household items such as cooking pots, toasters, etc.</td>
</tr>
<tr>
<td>Cereal boxes</td>
<td></td>
</tr>
<tr>
<td>Printer paper and copier paper</td>
<td></td>
</tr>
<tr>
<td>All other office paper without wax liners</td>
<td></td>
</tr>
</tbody>
</table>

I. Additional Specifications
   a. All glass containers must by empty and free of metal caps and rings and contain less than 5% food debris.
   b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
   c. All aerosol cans must be empty with less than 5% content.
   d. All plastic containers must by empty, caps removed; less than 5% food debris.
   e. All fiber must be dry and free of food debris and other contaminating material.
   f. Tissues, paper towels or other paper that has been in contact with food is not acceptable.
II. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:
   a. Materially impair the strength or the durability of the Contractor’s structures or equipment;
   b. Create flammable or explosive conditions in Contractor’s facilities;
   c. Contain dry cell batteries of lead acid batteries;
   d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of Contractor’s property, its personnel or the public; or,
   e. Contain Excluded Waste as defined in the Agreement.

III. If loads of the mixed recyclables materials do not meet Contractor’s specification for acceptable recyclables or are otherwise not properly segregated from the waste, Contractor shall have the right to reject the load in whole or in part. Or to handle the contaminated load and impose additional reasonable charges on the City or resident.

IV. Upon written notice to the City and resident, Contractor may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials.
ARTICLE VII - WASTE HAULERS

8-7-1 Waste Hauler Defined. For purpose of this Article, the word "Waste Hauler" means any person or firm engaged in the business of collecting, transporting and disposing of residential, commercial, industrial and miscellaneous garbage, ashes, refuse, recyclable and waste materials of all kinds. (Ord. No. 748-92; 08-18-92)

8-7-2 License Required. No person or firm shall engage in the business of waste hauler in the City without first having obtained a Waste Hauler License from the City. No waste hauler shall be denied said license if all the requirements of this Article are met. (Ord. No. 748-92; 08-18-92)

8-7-3 Issuance of Licenses. Waste Hauler Licenses shall be issued annually in the City by the City Clerk. Waste haulers engaged in both residential and/or commercial service shall fall under the jurisdiction of this Article. (Ord. No. 748-92; 08-18-92)

8-7-4 Fee. The annual fee for a Waste Hauler License shall be One Hundred Dollars ($100.00). (Ord. No. 748-92; 08-18-92)

8-7-5 Curbside Recycling. Waste haulers providing service to one and two family residential dwellings shall be required to offer collection of recyclable items from the curbside along with other garbage and refuse. Recyclable items shall be collected from bins provided to each one and two family residence by the City except in cases where bins are provided by the waste hauler. (Ord. No. 748-92; 08-18-92)

8-7-6 Optional Service. Waste haulers providing service to one and two family dwellings shall be required to offer the option of disposing of yard waste and/or bulk items such as furniture, appliances, playground equipment, yard furniture and similar items except for bulk items which, per the provisions of county, state or federal law, are prohibited from disposal in landfills. (Ord. No. 748-92; 08-18-92)

8-7-7 Administration. The Mayor shall be empowered to implement and carry out all aspects of the administration of this Article. (Ord. No. 748-92; 08-18-92)

8-7-8 Complaints. Waste haulers shall provide the City with a telephone number and other necessary information such as contact persons for customers to utilize and be referred to regarding complaints or inquiries about waste hauler service. Waste haulers shall also be required to provide customers with this information. (Ord. No. 748-92; 08-18-92)

8-7-9 Waste Hauler Vehicles to be Secure and Equipped with Cover. All vehicles used by the waste hauler in the waste hauler business shall be equipped in such a manner that all materials collected shall be totally enclosed or covered except when the materials are to be loaded from the customer pick-up point into the vehicle. (Ord. No. 748-92; 08-18-92)
8-7-10 **VEHICLE STANDARDS.** All vehicles used by the waste hauler when conducting business within the City shall be required to meet federal, state, county and local safety standards. (Ord. No. 748-92; 08-18-92)

8-7-11 **HOURS OF OPERATION.** All waste haulers shall restrict their normal hours of operation to weekdays between 6:00 A.M. and 7:00 P.M., but may exercise a waiver from these hours in case of impassable streets, natural disaster or other extenuating circumstances beyond the control of the waste hauler. Waste haulers may exercise the option of providing service to commercial and industrial customers on Saturdays during the same hours. (Ord. No. 748-92; 08-18-92)

8-7-12 **NUISANCES.** Waste haulers shall be required to avoid creating nuisances in the City such as making excessive noise, soiling pavement and/or property with residue, remaining in one place to compact materials for an undue length of time and any other situations or actions which would cause public health, safety, welfare and comfort to be in jeopardy. (Ord. No. 748-92; 08-18-92)

8-7-13 **INSURANCE.** The waste hauler shall maintain general liability and automobile liability insurance in the amount of not less than $1,000,000.00 combined single limit. The waste hauler is further required to provide the City with proof of Illinois Workmen's Compensation coverage for the benefit of the waste hauler's employees. The waste hauler shall cause the City to be named as an additional insured under the policies. By means of a Certificate, insurance shall be filed with the City at least two (2) weeks prior to the commencement of the services under the license. Such policy shall not permit termination or modification without at least thirty (30) days prior written notice from the Underwriter to the City. A new Certificate of Insurance shall be filed with the City Clerk, at least thirty (30) days prior to the expiration or termination of an existing policy of insurance. The waste hauler shall define, save and hold the City harmless from and indemnify the City against any and all losses, claims, suits or causes of action of any kind or nature whatsoever arising out of or in connection with the ownership, maintenance, use, operation or control of any vehicle owned, operated, maintained or controlled by the waste hauler. (Ord. No. 758-92; 12-15-92)

8-7-14 **REVOCATION.** The City may revoke any waste hauler's license issued under this Chapter if the licensee has violated any of the regulations presented herein or any provisions of any agreements tendered by the City and the waste hauler holding the waste hauler license. Notice of such revocation shall be given to the licensee by personal delivery to the licensee or by certified mail addressed to the licensee. The licensee shall be entitled to a hearing before a City Council Committee to be determined by the Mayor to be the most appropriate in connection with the revocation action provided the licensee makes written demand for such a hearing within five (5) days after having received notice of such revocation. A hearing demanded by the licensee under this section shall take place within fifteen (15) days after the demand for the hearing has been filed with the City Clerk. Whenever such demand has been made by the licensee, the licensee shall be permitted to continue waste hauler operations in the City during the time that such hearing on the revocation is pending. Any license revocation action or decisions recommended as a result of such hearing shall be subject to the review and approval of the City Council. The City reserves the right to order the immediate cessation of waste hauler service in cases where the Mayor has determined continued operation of such service to create danger to the health, safety and welfare of the public. (Ord. No. 748-92; 08-18-92)

8-7-15 **PENALTY.** Any person, firm or corporation violating any provision of this Article shall be fined not less than Seventy-Five Dollars ($75.00) nor more than Five Hundred Dollars ($500.00) for each offense committed on each day during, or on which, a violation occurs or continues. (Ord. No. 748-92; 08-18-92)

[Supplement No. 86; 02-01-18]
Memo

To: Elected Officials
From: John Harty-Director of Public Works
CC: Directors
Date: September 30, 2019
Re: Public Works Committee Agenda Overview

(Agenda Item 1)
The windows located on the north side of the library have been allowing water to enter into the children’s portion of the facility for some time and after efforts to caulk and seal, the windows continue to leak.

Woolpert, Inc. has provided the City with a proposal of $6956.00 to provide architectural services so that the windows can be repaired. They will prepare plans and specifications specific to the remedy in an effort to solicit bids for the work. The funding for this project resides in the Library portion of the CIP.

Single Source Trash Hauling
(Agenda Item 2)
The Department has completed the draft of the RFP for single source waste hauling and it is attached for review and discussion.

City Hall Water Fountains
(Agenda Item 3)
Discussion on water quality provided, age and condition of current City Hall water fountains and the possibility of replacement.
Director’s Report - Project Updates  
(Agenda Item 4)

Old Collinsville Road, Right Turn Lane at Ashland Avenue
St. Clair County has applied for and received a Congestion Mitigation/Air Quality grant from the Federal Government to engineer, acquire right-of-way and construct a turn lane on southbound Old Collinsville Road at Ashland Avenue. The County has requested that the City participate in the funding match associated with the grant and will be drafting an intergovernmental agreement to describe responsibilities.

The funding breakdown is as follows:

<table>
<thead>
<tr>
<th>TASK</th>
<th>FEDERAL</th>
<th>MATCH</th>
<th>COUNTY</th>
<th>CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering</td>
<td>$50,000</td>
<td>$10,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Right-of Way</td>
<td>$30,000</td>
<td>$6,000</td>
<td>$3,000</td>
<td>$3,000</td>
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<tr>
<td>Construction</td>
<td>$217,862</td>
<td>$43,572</td>
<td>$21,786</td>
<td>$21,786</td>
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<tr>
<td>TOTAL</td>
<td>$297,862</td>
<td>$59,572</td>
<td>$29,786</td>
<td>$29,786</td>
</tr>
</tbody>
</table>

The addition of the proposed turn lane will certainly improve the southbound function of the intersection and if committee concurs, the project can be placed on the CIP Priority List, as a Joint Project, in November and subsequently, budgeted for in the next fiscal year.

The intergovernmental agreement between the County and City will be presented at the November Committee meeting for action.

CIP Priority List
The current CIP Priority list has been attached to this agenda as it will be presented and discussed at November Public Works Committee meeting.
Hollandia Storm and Sanitary Sewer Improvements — At this time, the contractor, Kamadulski Excavating, is finishing another project and anticipates mobilizing in a couple of weeks. There is a pattern with the monthly update on Hollandia, two more weeks until construction. This Department has been patient with the contractor as they were delayed by the lengthy process associated with the purchase of the garage but will soon become less patient in an effort to make the improvements this calendar year.

89th Street — At this point in time, the slope that was providing this project with the majority of its problems has been constructed, seeded and mulched. The storm sewer lift station used to mitigate the groundwater, as well as the retaining wall, have been completed as well. The next operation is to place the proposed curb and gutter and then asphalt 89th Street. There is clearly light at the end of the tunnel in regards to project completion.
Sullivan Drive to Union Hill Road – The County Engineer has informed me that the project is currently in design and is close to being placed on an IDOT letting, advertisement for bids. There should be a contractor identified by the end of this year.

Pleasant Ridge Road – Baxmeyer Construction, Inc. started this project a little over six weeks ago and already has one lane of concrete pavement in place between Bunkum Road and Wayne Drive. Tomorrow the east bound lane will be paved essentially completing Phase I road surface. Driveways will be installed soon so that residents will be able to access their property in a more normal fashion and yards will be graded in preparation for seed and mulch.
MOTIONS

Agenda Item 1

Move to send to City Council with the recommendation of approval the contract with Woolpert, Inc for $6,956.00 for the architectural services associated with the north windows of the Library.
Sponsoring Agency: St. Clair County, IL

Project Title: Old Collinsville - Ashland - Intersection Improvement

Federal Amount Requested: $238,290.00

Applications Due: February 14, 2019 by 4:00 pm
# PROJECT DESCRIPTION

Define the scope and specific elements of the project. Describe current conditions / problems / issues that the project will address. Be as specific as possible.

The proposed improvement will consist of widening Old Collinsville Road to the west to establish a southbound right-turn lane at the northwest quadrant of the intersection of Old Collinsville Road with Ashland Avenue. The improvement will tie into the existing street configuration before the main driveway of the existing house approximately 400 feet to the north. ROW may need to be acquired to complete this project.

As this improvement will affect existing pedestrian accommodations in this quadrant, new accommodations as well as the pedestrian signal and push button will be established to meet the most current ADA standards. Current conditions have pedestrian signals and push buttons at all four quadrants, upgrades will be considered for the three remaining quadrants as well as including crosswalks.

Peak hour traffic counts at the project intersection were collected. The time frames for the traffic counts were 7:00-9:00 am in the morning and 4:00-6:00 pm in the afternoon. The counts showed the PM peak hour as the controlling condition. During the PM Peak hour, the delay for the average vehicle through the intersection is 30.2 seconds for the southbound leg and an overall intersection delay of 19.9 seconds. The queue length for the southbound leg also begins to become quite lengthy (445'). There is a steady amount of traffic currently traveling southbound and making a right-turn onto Ashland Avenue. These drivers could have a quicker exit off Old Collinsville Road except they are inhibited from being able to turn right due to the through drivers waiting for the signal to turn green blocking their movements.

The delays increase travel time which increases fuel consumption and decreases air quality. The congestion also has a negative effect in safety. People tend to become impatient and make aggressive decisions. While conducting a field inspection during the peak hour time, it was observed drivers passing through the intersection after the light has turned yellow and even after the light had turned red, causing additional opportunities for avoidable crashes. Between the years of 2009-2016 at this intersection, there have been 5 crashes with 2 of them being injury crashes. However, neither injury crash was related to SB right turning movements (multiple vehicle "domino" EB rear end crash on Ashland at red light and errand sleepy driver into bowling alley building).

With the addition of a southbound right-turn lane along Old Collinsville Road and optimizing the traffic signal timing, delay is expected to decrease for the overall intersection from 19.9 seconds to 10.7 seconds. The southbound approach will decrease to 10.9 seconds. The queue length for the southbound through will also decrease to 221'. This decrease in delay will reduce travel times and improve air quality. Motorists will no longer have to wait excessive time frames to proceed through the intersection. The reduction in delay is likely to reduce driver's impatience and lessen the possibility of crashes.

The St. Clair County Transit District is evaluating constructing a 10' shared use path along the west side of Old Collinsville Rd. The County will coordinate with the Transit District during the design process and incorporate/construct the 10' shared use path if the trail project moves forward.
Project Location Map
## Estimate of Project Costs

**Project Sponsor:** St. Clair County, Ill.  
**Project Title:** Old Collinsville - Ashland - Intersection Improvement  
**Date:** 2/14/2019

### Specific Roadway Items

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earth Excavation</td>
<td>75</td>
<td>CY</td>
<td>$15.00</td>
<td>$1,125.00</td>
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<tr>
<td>Combination Curb &amp; Gutter, Type B-6.24</td>
<td>340</td>
<td>FT</td>
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<td>Portland Cement Concrete Pavement</td>
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<td>SY</td>
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<tr>
<td>Pipe Culvert, Class A, Type 3</td>
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<td>ACRE</td>
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<td>Signing and Pavement Markings</td>
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<td>Signal Upgrades &amp; Modifications</td>
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<td>Perm/Temp Erosion Control Items</td>
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<td>LUMP</td>
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<tr>
<td>Concrete Entrance</td>
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<td>SQ YD</td>
<td>$75.00</td>
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<tr>
<td>Traffic Control</td>
<td>1</td>
<td>LUMP</td>
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<tr>
<td>Sub-base Granular Material, 8&quot;</td>
<td>500</td>
<td>TON</td>
<td>$25.00</td>
<td>$12,500.00</td>
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<tr>
<td>Misc Remove (PVMT, Curb, Sidewalk, etc)</td>
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<td>Mobilization</td>
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<td><strong>SUBTOTAL</strong></td>
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### Specific Bicycle Items

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<th>Unit Price</th>
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**SUBTOTAL: $0.00**
### Specific Pedestrian Items

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<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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<tr>
<td>PCC Sidewalk, 4&quot;</td>
<td>2,285</td>
<td>SQ FT</td>
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<td>$15,995.00</td>
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<td>ADA Ramp</td>
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**SUBTOTAL** $19,995.00

### Specific Transit Items

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**SUBTOTAL** $0.00

### Miscellaneous Other Items

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**SUBTOTAL** $0.00

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<td>Construction Cost Total</td>
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<td>Contingency</td>
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<td>Inflation</td>
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<td>Preliminary Engineering</td>
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<td>Right-of-Way</td>
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<td>Construction Engineering/Inspection</td>
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<td>Project Total *</td>
<td>$297,862.05</td>
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*The project total cost should match the total cost reported in the project application.

Add lines as needed.
Attachment B:
## FISCAL YEARS 2020-2022
### TRANSPORTATION IMPROVEMENT PROGRAM

#### COUNTY: ST. CLAIR

<table>
<thead>
<tr>
<th>ID</th>
<th>ORGANIZATION NAME/PROJECT TITLE/DESC</th>
<th>FUNDING CAT</th>
<th>IMPROVEMENTS</th>
<th>2020-2022 TOTAL</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
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<tbody>
<tr>
<td>3502-05</td>
<td>ST. CLAIR COUNTY - 95-00301-02-PV FRANK SCOTT PWY (FAU 9256) CROSS ST IN SHILOH TO WHERRY RD SAFETEA-LU EARMARK SEC. 1702 # 2111</td>
<td>HPP</td>
<td>New 2-lane Roadway</td>
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<td>69850-23</td>
<td>ST. CLAIR COUNTY - 69850-23 ST. CLAIR COUNTY HARTMAN LN, 80TH ST, WATERLOO RD OVER HARDING DITCH, RICHLAND CR, PRAIRIE DU LONG CR BRIDGE DECK PRESERVATION - REPLACE WEARING SURFACE</td>
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<td>Bridge Deck Repair</td>
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<tr>
<td>6934L-22</td>
<td>ST. CLAIR COUNTY - 6934L-22 ST. CLAIR COUNTY OLD COLLINSVILLE ROAD ASHLAND AVE TO LEBANON AVE CONCRETE JOINT REPAIR</td>
<td>STP-S</td>
<td>Roadway Improvements</td>
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<td>6986G-20</td>
<td>ST. CLAIR COUNTY - 6986G-20 ST. CLAIR COUNTY OLD COLLINSVILLE ROAD - ADD SOUTHBOUND RIGHT TURN LANE</td>
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<td>6776-20</td>
<td>ST. CLAIR COUNTY - 6776-20 ST. CLAIR COUNTY 350' SOUTH OF FRANK SCOTT TO 170' SOUTH OF LONACRE RESURFACING</td>
<td>STP-S</td>
<td>Resurfacing 2 Lane Pvmnt</td>
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**ESTIMATED TOTAL PROJECT COST:** $12,600,000

**PROJ PURPOSE:** Congestion

**PROJ PURPOSE:** Preservation

**PROJ PURPOSE:** Preservation

**PROJ PURPOSE:** Preservation

**PROJ PURPOSE:** Preservation

**PROJ PURPOSE:** Preservation

**PROJ PURPOSE:** Preservation

**PROJ PURPOSE:** Preservation

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B-113
RESOLUTION NO. 4201-2018

A RESOLUTION AMENDING RESOLUTION NO. 4029-2016, PASSED JUNE 21, 2016 AND APPROVED JUNE 22, 2016; A RESOLUTION ADOPTING A CAPITAL IMPROVEMENT PRIORITY LIST.

WHEREAS, the City of Fairview Heights passed Resolution No. 4029-2016, establishing a Capital Improvement Priority List.

WHEREAS, the recommended Capital Improvement Priority List requires amending to make changes by the Public Works Committee.

WHEREAS, three projects have been reviewed for inclusion in the Minor Projects, and four projects have been reviewed for inclusion in the Joint Projects of the Capital Improvement Priority List.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

The Capital Improvement Priority List be amended as follows:

MAJOR PROJECTS:

1) Municipal Complex
2) Parks and Recreation
3) Storm Drainage Program
4) Sidewalks Program
5) South Ruby Lane (Longacre Drive to Garage site)
6) Pleasant Ridge Road (Bunkum Road to Pleasant Ridge Park)
7) Lincoln Highway (IL159 to Old Collinsville Road)
8) Fairview Heights Recreation Center
9) Old Lincoln Trail Improvement
10) To Be Determined

MINOR PROJECTS:

1) Wilshire Drive
2) Mark/Cari Drive
3) Stites/Cory Drive
4) Pearson Drive
5) Judy Lane
6) Elm, Oak, Cedar Drive
7) Club, Wilson Drive
8) Linda Drive
5) Kadlec Drive  
6) Wedgewood Drive (East)  
7) Mt. Vernon Drive

**JOINT PROJECTS:**

1) Bike Trails  
2) Old Collinsville Road and Lincoln Highway Intersection  
3) Longacre Drive and Union Hill Road, Traffic Signals at Intersection  
4) Second Avenue  
5) Marketplace Streetscape Phase I  
6) Marketplace Streetscape Phase II  
7) Third Avenue Pedestrian Crossing  
8) Magdalena Sidewalk

The Capital Improvement Project List is attached hereto, made a part hereof and marked “EXHIBIT A.”

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED: JANUARY 16, 2018

APPROVED: JANUARY 18, 2018

MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

Alderman Denise Williams was absent
CAPITAL IMPROVEMENT PRIORITY LIST

MAJOR PROJECTS:

1) Municipal Complex
2) Parks and Recreation
3) Storm Drainage Program
4) Sidewalks Program
5) South Ruby Lane (Longacre Drive to Garage site)
6) Pleasant Ridge Road (Bunkum Road to Pleasant Ridge Park)
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10) To Be Determined

MINOR PROJECTS:

1) Wilshire Drive
2) Mark/Cari Drive
3) Stites/Cory Drive
4) Pearson Drive
5) Kadlec Drive
6) Wedgewood Drive (East)
7) Mt. Vernon Drive
8) Judy Lane
9) Elm, Oak Cedar Drive
10) Club, Wilson Drive
11) Linda Drive

JOINT PROJECTS:

1) Bike Trails
2) Old Collinsville Road and Lincoln Highway Intersection
3) Longacre Drive and Union Hill Road, Traffic Signals at Intersection
4) Second Avenue
5) Marketplace Streetscape Phase I
6) Marketplace Streetscape Phase II
7) Third Avenue Pedestrian Crossing
8) Magdalena Sidewalk