

ORDINANCE NO. 2010-05-034

**AN ORDINANCE APPROVING AND AUTHORIZING
THE MAYOR TO EXECUTE AN AGREEMENT TO PROVIDE MULTI-FAMILY
RECYCLING COLLECTION AND PROCESSING SERVICES**

(Community Resource, Inc.)

WHEREAS, the City has authority to contract with private businesses to recycle solid waste, pursuant to Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11- 19- 1); and

WHEREAS, the City has sought proposals for collection and processing of solid waste within the City; and

WHEREAS, the Mayor and the City Council have determined that the proposal submitted by Community Resource, Inc. will most beneficially meet the City's needs for recycling solid waste from multifamily dwellings within the City; and

WHEREAS, the Mayor and the City Council find and hereby declare that the best interests of the City are served by entering into an agreement with Community Resource, Inc. for multifamily recycling collection and processing services.

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

Section 1. That an Agreement for Multifamily Recycling Collection and Processing Services by and between the City of Urbana, Illinois, and Community Resource, Inc., in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said

execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

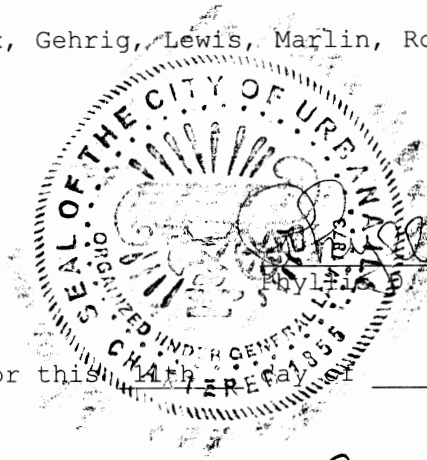
Section 3. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED by the City Council this 7th day of June, 2010.

AYES: Bowersox, Gehrig, Lewis, Marlin, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 14th day of June, 2010.

Laurel Lunt Prassing
Laurel Lunt Prassing, Mayor
Charlie Smyth, Mayor Pro-tem

AGREEMENT FOR MULTIFAMILY RECYCLING COLLECTION AND PROCESSING SERVICES

In consideration of the mutual covenants and conditions contained in this Agreement, the City of Urbana, Illinois, a municipal corporation (hereinafter called "City") and Community Resources, Inc., an Illinois corporation (hereinafter called "Contractor") agree as follows:

1.00 TERM

This Agreement shall commence April 1, 2011 and shall remain in full force and effect through March 31, 2016, unless sooner terminated as provided herein. This Agreement may be extended by the Contractor and the City for an additional two (2) years, until March 31, 2018. The City's approval may be granted via administrative action by the Director of Public Works without the necessity for further City Council action.

2.00 DEFINITIONS

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

Agreement: means this Agreement.

Approved Recycling Containers: means a container, bin, or toter to temporarily contain recyclable materials awaiting weekly collection, as approved by the City.

City: means the City of Urbana, Illinois, a municipal corporation.

Condominium: means a building containing individual dwelling units that adjoin one another by a common line (zero lot line) of ownership, with each dwelling being eligible for separate ownership.

Contract Documents: means the City's Request for Proposals [RFP], the Contractor's Proposal (to the extent that it is consistent with other contract documents and the RFP), this Agreement, the Performance Security, and any subsequent written addenda or changes to the foregoing documents made and approved by the City.

Contractor: means Community Resource, Inc., an Illinois corporation.

Dormitory: means a building where group sleeping accommodations are provided for persons in one room, or a series of closely associated rooms, for compensation and by prearrangement for a specified period of time, under single management, except those owned or operated by the University of Illinois. Fraternities, sororities, and cooperatives are typical forms of dormitories.

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

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

Multifamily Dwelling: means any building containing five (5) or more dwelling units within the City of Urbana. This includes dormitories, condominiums, elderly assisted housing, but not

each commences work. Such insurance will be carried with financially responsible insurance companies, licensed in the State of Illinois and shall be kept in full force. Contracts of insurance shall be for the duration of the Agreement.

3.12.4 City as Additional Insured

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

3.13 Compliance with Applicable Laws, Ordinances, and Regulations

The Contractor shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations during the term of this Agreement.

3.14 Taxes, Licenses, Permits, and Certificates

The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and the work included in this Agreement. By law, the City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax and service use tax. The City's tax exempt number shall be furnished upon request of the Contractor.

Immediately upon the execution of this Agreement, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the City, including inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Agreement.

3.15 Performance Security

The Contractor shall furnish to the City adequate security for the faithful performance of the Agreement in the amount of twenty thousand dollars (\$20,000). The security shall indemnify the City for the life of the Agreement against any loss resulting from failure of performance by the Contractor including the payment of wages and costs of supplies, materials, and insurance premiums. Adequate security shall include an irrevocable letter of credit issued by a financial institution acceptable to the City in the amount of twenty thousand dollars (\$20,000).

3.16 Indemnity

The Contractor expressly understands and agrees that any performance security or insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the City.

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

Contractor or the Contractor's employees or subcontractor and acts or omissions of employees or agents of the Contractor or subcontractors, unless caused solely by the City, its officers or employees.

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

3.17 Adjudged Bankrupt

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

3.18 Assignment of Agreement

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

3.19 Force Majeure

The performance provisions of this Agreement are subject to the following limitation: If by reason of force majeure the Contractor is unable in whole or in part to carry out the obligations on its part contained in this Agreement, it shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean as the City in writing approves: acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; storms; floods; tornadoes, washouts; droughts; restraint of government and utilities; or any similar cause or event not reasonably within the control of the Contractor.

The Contractor agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Contractor from carrying out its representations, undertakings, and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Contractor, and the Contractor shall not be required to make settlement of strikes, lockout, and other industrial disturbances by acceding to the demands of the opposing part or parties when such course is in the judgment of the Contractor unfavorable to the Contractor. The Contractor shall advise the City at the earliest possible moment concerning any events constituting a force majeure hereunder.

In the case of a force majeure the City may grant the Contractor a temporary variance in the Contractor's regular schedules and routes at the option of, and according to conditions set by the City.

3.20 No Personal Liability of Officials of the City.

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

4.00 COLLECTION AND PROCESSING SPECIFICATIONS AND STANDARDS

4.1 General

The Contractor shall collect all properly prepared recyclables as set forth in this Section, from each multifamily dwelling and building participating in the program within the City and safely transport the same to a processing facility, and shall process the recyclables in accordance with this Agreement, during the term of the Agreement.

4.2 Recycling Service Performed at No Extra Cost

The Contractor shall not impose or assess any separate fees, costs or stickers upon any multifamily dwelling for recycling services specified in this Agreement.

4.3 Units to be Serviced

The number of units stated below is a good faith approximation of the total number of occupied and therefore potentially serviceable multifamily dwelling buildings as of April 2010. The Contractor will be expected to provide collection service to all existing and all newly constructed and occupied multifamily dwellings in the city limits throughout the duration of the Agreement.

Multifamily Dwellings

Type of Unit	Number of Buildings	Number of Locations	Number of Units
5, 6 units	60	60	334
Dormitory	57	57	2498
All Other	663	345	6701
Current Total	780	462	9533

As a part of the multifamily program, the Contractor shall also provide recycling services to Municipal buildings and locations as listed below at no cost:

Location	Size and Number of Containers	Commodity	Container Supplied by	Collection Frequency
City Building	One / 2yd	OCC	City	Once /week

	Ten/ 95 gal toters	Fiber/containers	City	
Civic Center	One / 2yd Four / 95 gal toters	OCC Fiber/containers	City City	Once /week
Public Works	One / 2yd Six/ 95 gal toters	OCC Fiber/containers	Contractor City	Once /week
Landscape Recycling Center	One / 95 gal toter	Fiber/containers	City	Once /week
Urbana Library	Five/ 95 gal toters	Fiber/containers	City	Once /week
Downtown- various locations	Six / 30 gal containers (with hard plastic liners)	Containers	City	Twice /week *collected before 7:30a.m.

4.4 Hours of Operation

Collection of recyclables shall not start before 7:30 a.m. nor continue after 7:30 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.5 Holidays

The Contractor may recognize the following holidays for the purpose of this Agreement:

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

When the Contractor observes a holiday, service will still be provided to all dwellings and buildings for that week. Collection will occur one day later than normal (i.e. if a holiday falls on Thursday, Thursday's route would be collected Friday, Friday's route would be collected Saturday, etc.). It is recognized that unforeseen emergencies may occur and would require alteration of the schedule for those situations only. It shall be the Contractor's responsibility, to inform residents of any changes from regular collection resulting from an emergency.

4.6 Recyclable Materials to be Collected, Collection Method

The Contractor shall collect the recyclable materials listed below from each participating multifamily building location without respect to quantity. The Contractor shall collect materials commingled in a single stream. Other collection methods must be approved by the City prior to implementation by the Contractor.

Paper fibers:

1. ONP - Newspaper and inserts, telephone directories, paperback and hardcover books
2. OCC - Corrugated cardboard, fiberboard, chipboard and beverage carrier stock
3. OMG - Magazines, catalogs
4. RMP - Residential mixed paper (mail, computer paper, ledger, etc.)

Containers:

1. TIN/BIM - Food & beverage cans, and empty aerosol cans (steel, bi-metal)

2. ALUM - Food & beverage cans, foil, and trays
3. MGL - Food & beverage mixed glass containers (flint, brown and green)
4. PET, #1 - Polyethylene terephthalate containers, natural and pigmented
5. HDPE, #2 - High-density polyethylene containers, natural and pigmented
6. HDPE, #2 and LDPE, #4 plastic bags
6. #3 through #7 plastic containers (no #6 expanded polystyrene, foam) and 6/12 pack plastic ring carriers
7. ASE/CAR Aseptic juice boxes and “gable topped” cartons, such as dairy and juice

Containers that have held paint, motor or lubricating oils, pesticides, herbicides, or insecticides, or toxic chemicals not used in normal household activities are not acceptable and will not be collected.

4.7 Changes in Recyclable Materials

It is the desire of the City to expand the types of materials that can be recycled, depending upon the availability of reasonable markets, commodity demand or processing capability. If, during the term of the Agreement, any opportunities arise to meet this desire is requested by the City or the Contractor, due and reasonable consideration will be given. Any changes will be negotiated by the City and the Contractor pursuant to Section 3.11.

4.8 Collection Zones, Days

The City shall, as determined by the Public Works Department, be divided into five (5) collection zones, one zone for each day of the week except Saturdays and Sundays, as described in Exhibit A attached to this Agreement.

The boundaries of such zones may be modified by the City during the term of the Agreement. The Contractor will be expected to complete collection within the hours of operation for all multifamily dwellings within the collection zones/days. Any containers that are not emptied in a collection zone shall be collected within twenty-four (24) hours of receiving notice by the City.

4.9 Frequency of Collection

The Contractor shall provide weekly collection in five collection zones, Monday through Friday, and as provided for in Section 4.5, each week during the term of the Agreement. All buildings will receive collection once a week, and approximately 34 locations receive twice a week service. The Contractor shall empty and collect recyclables from each container on-site at every recycling station even if they are only partially full. The Contractor is advised that the frequency of collection may and can be adjusted for a given building during the term of the Agreement.

A suspension of service during the summer months, for fraternities and sororities, typically occurs from June through August. The City will provide notice to the Contractor of exact dates of the suspension each year. No payment will be made to the Contractor for affected dwellings during the temporary suspension period.

4.10 Location

The Contractor shall collect recyclables from each recycling station area established at all building locations. The number of station areas may change and shall be adequate for the number of

building(s) served individually or at a complex and shall be conveniently located to maximize the opportunity for tenants to recycle.

4.11 Cleanliness and Service Conduct

The Contractor shall handle all approved containers with reasonable care to avoid damage and shall exert all reasonable precautions to prevent spilling or scattering of recyclable materials while performing this Agreement. The Contractor shall immediately clean up and dispose of any contents that may be spilled, regardless of whether the spill occurred on public or private property. The Contractor shall leave each collection stop clean and shall only leave unacceptable materials and/or recycling containers behind regardless of whether on public or private property. Any vehicle fluid leaks shall be promptly repaired. In no case, shall the Contractor throw or otherwise place approved containers back onto properties in such a manner as to create a hazard – such as in the street, sidewalk, or blocking driveways in a manner that access cannot be made, damage to property or vegetation, damage to recycling containers, or customer inconvenience after being collected. The Contractor shall make collections with a minimum of noise and disturbance.

If the Contractor fails to clean up any scattered or spilled material within four hours after either oral or written notice from the City, the City may cause such work to be done and deduct the reasonable cost thereof from any payments due and owing the Contractor, in addition to any other remedies provided herein.

4.12 Recycling Containers

Ninety-five gallon toters are used at all recycling stations. The number of toters varies at each location. In addition, dumpsters are used at several locations to specifically collect quantities of cardboard. The chart below provides a current summary for containers and service frequency in this program.

Number of Toters	Weekly Frequency	Number of Locations
1	Once	56
2	Once	100
3	Once	7
4	Once	205
5	Once	3
6	Once	34
7	Once	2
8	Once	8
1	Twice	6
4	Twice	18
5	Twice	1
6	Twice	5
8	Twice	2
Dumpster (cu. yd)		
2	Once	13
2	Twice	1
2	Three Times	3
8	Twice	1

The City shall be responsible for acquiring and distributing all toters used in the program.

4.13 Preparation Requirements

Recyclable materials may be deemed by the Contractor to be unacceptable for collection if they are not properly prepared, separated, or located in accordance with the Agreement, City ordinances, or the Processor's requirements. The City shall standardize preparation requirements, in the event of conflicting requirements that may result from the use of multiple processor(s). If recyclable materials set out for collection are found to be in an unacceptable condition for recycling, the Contractor shall comply with the provisions set forth in Section 5.2.1. Initial Field Response.

4.14 Title to Recyclables

In so far as the City may assign, once properly placed out for collection, all title and ownership to all recyclable materials shall vest with the Contractor. The Contractor shall retain any and all revenues from commodity sales.

4.15 Collection Equipment

The Contractor shall furnish all items necessary including equipment and labor for the collection service contemplated by this Agreement and shall at all times provide a sufficient amount of equipment and labor to maintain a completely adequate service. The Contractor is required to purchase a new compaction truck with a 25 cubic yard capacity prior to the implementation of this contract. All vehicles used under this Agreement will be required to meet conditions set forth in this section. Recyclables collected by the Contractor shall be loaded, contained, and hauled in vehicles dedicated for the collection of recyclables only. No vehicles that normally haul wastes shall be used, unless due to unforeseen equipment failure, in which event the Contractor shall promptly repair or replace the failed equipment. If such equipment failure should be anticipated to last more than 3 days, the Contractor shall notify the City of use of other non-dedicated vehicles. If compaction vehicles are used in collection, the compaction pressure employed shall not be of such density to render recyclable materials unacceptable for receipt by processors. The Contractor's explicit goal is to maximize the quantity and quality of all materials collected for resale. All equipment shall be maintained in good working order, and operated in compliance with all local and state statutes, ordinances and regulations, and to assure the safety of the collection personnel, citizens, and property.

In order to project a clean and professional image of the program, prior to the start of this Agreement, the exterior body all collection vehicles used in the program shall be inspected and adequate repairs made to rusted or dented areas. Any painting that may be required shall be white in color. Optional green accents, such as striping or the generic recycling mobius loop logo or other accent, upon City approval, are acceptable. Additionally, vehicles shall be labeled with the Contractor's name, address, and telephone number at least six (6) inches high, for identification purposes. No commercial advertising, except the Contractor's logo, shall be displayed on said vehicles. The City's recycling program logo shall also be displayed to the satisfaction of the City.

4.16 Promotion and Use of "U-CYCLE" Name and Logo

The U-CYCLE program is well established within the City. All educational and promotional activities shall be conducted under supervision of the City and the name and logo of "U-CYCLE, Urbana's Recycling Program." The City shall, at its expense, and in its sole discretion, provide promotion and educational efforts. The Contractor agrees and acknowledges that an effective program requires community education and promotion, and therefore, the Contractor agrees to fully

cooperate and assist the City in such promotional and educational efforts as deemed necessary by the City, such as distribution of informational fliers by collection crews. The “U-CYCLE” name and logo are the sole and exclusive property of the City. Except as provided in this Section and Section 4.15 or as otherwise expressly agreed in writing by the City, the Contractor may make no use of the “U-CYCLE” name or logo.

4.17 Processing of Recyclables

The Contractor shall deliver all recyclable materials collected to a processing facility, product broker, or other end user as approved by the City. It shall be the responsibility of the Contractor to ensure that the Processor meets the provisions of this Section, which include the processing facility, equipment, labor and management to perform the sorting, preparation, processing and recovery of materials in a manner that will maximize the quantity and quality of recyclable material commodities to be returned to the economic mainstream as a raw material for new, reused or reconstituted products. All aspects of processing, including but not limited to, the delivery, sorting, preparation, shipping, marketing and alternative disposal, shall be provided by the Contractor at no additional cost to the City.

4.17.1 Primary Goal

The primary goal of the Contractor, on a monthly basis, is to recover ninety (90%) percent of the gross weight of recyclable material commodities collected. While the Contractor shall make every reasonable effort to collect and deliver acceptable materials in a condition that will maximize the quantities to be processed, small quantities may be delivered in a condition making them unsuitable for processing or unable to meet market specifications. These materials and unacceptable materials will not be required to be sold or delivered for use in secondary production inputs and may be alternatively disposed of in an approved manner or facility. However, if the monthly recovery rate falls below 90% then the Contractor shall submit a written explanation of the cause and recommendations to maintain residuals above this percentage. The Contractor shall record and provide a monthly certification to the City of quantities processed and of all materials alternatively disposed as a part of reporting requirements.

4.17.2 Failure to Meet Primary Goal

If the Contractor fails to meet the primary goal on a monthly basis, for two (2) consecutive months, the Contractor will be required to meet with the City to discuss the Contractor’s failure to meet the primary goal. Such discussions shall commence as soon as possible after written request from the City or the Contractor to meet, and shall be responded to in a timely manner and both parties are required to negotiate in good faith to effectuate any changes, and to implement commercially reasonable changes. If the City determines that the Contractor’s failure to meet the primary goal is at least in part the result of conditions within the control of the Contractor and if the Contractor refuses or fails to correct those conditions, the City may pursue its remedies under Section 6.3 of this Agreement.

However, in no case shall the recovery rate be allowed to fall to eighty (80%) percent for any given month. If the Contractor envisions this situation would occur it shall be incumbent on the Contractor to make alternative arrangements to prevent this situation. If the recovery rate would fall below 80% the City shall have the right to terminate this Agreement upon written notice of sixty (60) days.

5.00 CUSTOMER RELATIONS

5.1 General Complaints

The Contractor shall operate and provide services in such a manner so as to minimize complaints from customers. The Contractor and its employees are expected to treat residents, co-workers, and subordinates with respect and dignity. The City will not tolerate any form of inappropriate conduct.

5.2 Processing of Complaints

5.2.1 Initial Field Response (During Collection)

Where the Contractor encounters any recyclables unacceptable for collection, or if any dispute arises between a resident and the Contractor as to the manner or placing of containers, collection, or the like, the Contractor agrees that in the first specific occurrence, courteous collection will be immediately made, but only of acceptable materials, even though, in its opinion, it is improperly placed or contained. The Contractor shall post a notice (deficiency/remedy notice) with such customer, on a form approved by the City, noting the deficiency and the remedy. If any subsequent instances occur, the Contractor is not required to collect unacceptable materials, but the Contractor is required to post a notice with the customer. The deficiency/remedy notices shall be a three-part carbonless form, with one copy to be posted with customers, the second copy to be submitted by FAX (217-384-2400) to the City by the next workday of initial customer posting, and the third copy shall be retained by the Contractor.

5.2.2 Initial Office Response

The Contractor shall give all complaints received by it prompt and courteous attention and shall respond to every customer from whom a complaint is received, that same day if possible, but in any case, within one (1) working day after receipt of such complaint; and if such a complaint is about a missed scheduled collection, then Contractor shall immediately investigate and, if a scheduled collection was not made in accordance with the terms of this Agreement, then Contractor shall cause such collection to be made within one (1) working day, or sooner, after receipt of such complaint.

5.3 Referral to City

If Contractor is unable to resolve a complaint in a manner satisfactory to both Contractor and the customer, then Contractor, within two (2) working days after receipt of such complaint, shall deliver notice to the City of such complaint, which notice shall include the name and address of the customer, the date and hour the complaint was received, the nature of the complaint, and Contractor's response to the complaint. The City shall arbitrate each such complaint, and the City's decision concerning each such complaint shall be final and binding on Contractor. All complaints shall be reported to the City, pursuant to reporting requirements of Section 3.10 and 5.2.1.

5.4 Performance Penalties

Performance Penalties are established and mutually agreed upon and shall be levied against the Contractor to promote the delivery of professional services and assure services are provided pursuant to the Agreement. Upon determination by the City that a performance

violation has occurred, the Contractor shall be liable to the City for penalties, in the amount of \$25, first incident; \$50, second incident; and \$100 per incident thereafter which may occur in each month of the Agreement, except during the first thirty (30) days of the Agreement, upon determination by the City that performance has not occurred consistent with, but not limited to, the following provisions of the Agreement:

- 1) Failure to pick up missed collections within twenty-four (24) hours on the day following the scheduled collection day;
- 2) Failure to complete collection by 7:30 p.m. on the scheduled collection day, if the City has not been notified of the delay by 4:00 p.m. on the scheduled day and the City has not approved the delay;
- 3) Failure to collect and empty each toter from every recycling station according to schedule;
- 4) Starting collection before designated time;
- 5) Throwing or leaving containers in a manner creating a hazard or inconvenience to customers, including but not limited to blocking driveway access, placement in street or blocking sidewalks;
- 6) Failure to adequately address legitimate complaints, whether submitted by residents or the City;
- 7) Failure to clean up scattered or spilled material within four (4) hours of written or oral notice from the City;
- 8) Inappropriate conduct, including but not limited to harassment, verbal or physical abuse, property damage, or discrimination by the Contractor or its employees;
- 9) Failure to adhere to other collection restrictions and requirements set forth in the Agreement, as determined by the City.

A penalty may be levied for each specific location or "incident" where a violation is reported or observed. If the Contractor has violated or failed to follow specifications in a specific incident, the City may treat each violation or failure as a separate incident for the purpose of calculating contract penalties.

The assessment of performance penalties shall be at the reasonable discretion of the City. The City may deduct the full amount of any contract penalties from any payment due to the Contractor, but any performance penalties not so deducted shall remain the obligation of the Contractor and be payable to the City on demand. Failure to impose performance penalties shall not constitute a waiver of the City's other rights and/or remedies under either the Agreement or the City's ordinances or any subsequent failure of performance. Nothing contained in this Section 5.4 shall be construed as preventing the City from pursuing any of its remedies under the law or Sections 6.1 and 6.3 of this Agreement for performance violations, either in lieu of or in addition to the procedures and remedies established by law and by Sections 6.1 and 6.3.

6.00 DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

6.1.1 Notice of Disputes and Objections

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

6.1.2 Resolution of Disputes and Objections

To avoid and settle without litigation, any such dispute or objection, the parties agree to engage in good faith negotiations. Within three (3) business days after the City's receipt of the Contractor's written notice of dispute or objection, a conference chaired by the City's Human Relations Officer shall be held to resolve the dispute. Within three (3) business days after the final conference, the City shall render its final decision, in writing, to the Contractor. If the Contractor objects to the final decision of the City, then it shall give the City notice thereof and, in such notice, shall state its final demand for settlement of the dispute.

6.2 Contractor's Remedies

If the City fails or refuses to satisfy a final demand made by the Contractor pursuant to Section 6.1.2 or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of the Contractor, within ten (10) business days following receipt of such demand, then the Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Agreement, as it may have in law or equity.

6.3 The City's Remedies

If it should appear at any time that the Contractor has failed, refused, or delayed to perform or satisfy any requirement of this Agreement and has failed to cure such failure within three (3) business days after written notice thereof from the City, which notice shall include specific requirements to cure, then the Contractor shall be liable to the City for penalties of two hundred fifty (\$250) per business day for each day until cured, through the tenth business day after said notice. At the discretion of the City, the cure and penalty period may be extended. If the Contractor has not performed the cure after ten (10) business days, or an extension thereof, then the City shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

6.3.1 Strict Compliance Requirement

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

6.3.2 Recovery from Contractor

The City may perform or have performed all work necessary for the accomplishment of the results stated in Section 6.3.1 and withhold or recover from the Contractor and or make claim against the security bond all the cost and expense, including attorneys' fees and administrative costs incurred by the City in connection therewith.

6.3.3 Termination or Suspension of Agreement

The City may terminate or suspend this Agreement for cause.

6.3.4 Recovery of Damages

The City may recover any damages suffered by the City as a result of failure to cure by the Contractor.

6.3.5 Other Remedies

The City may pursue such other remedies as are otherwise available to it, whether in law or equity, either in lieu of or in addition to the remedies otherwise set forth in this Agreement.

6.4 Payment for Completed Work

In the event of any termination or suspension pursuant to Section 6.3.3, the Contractor shall have the right to be paid for all work done prior to the effective date of such termination or suspension and to be paid for all work done in accordance with the requirements of this Agreement.

6.5 No Waiver

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

7.00 COMPENSATION AND NOTIFICATION

7.1 Basis and Method of Payment and Compensation

7.1.1 Payment Responsibility and Amount

The City shall be responsible for payment to the Contractor and payment will be made within thirty (30) days of an approved invoice. The payment amount shall be in accordance with Exhibit B, attached hereto and incorporated into this Agreement.

7.1.2 Contractor's Billings to City

The Contractor shall invoice the City for collection services based upon a monthly reconciliation prepared by the City and requires invoicing within ten (10) days following the end of the month.

7.1.3 Monthly Reconciliation, Payment Basis

The City shall determine the service levels being provided to serviceable multifamily dwellings as of April 1, 2011. The City shall keep a record of multifamily dwellings that may be demolished, annexed, or constructed and occupied for each month and subtract or add the number of such serviceable dwellings and corresponding service levels to the total established as of April 1, 2011. The Contractor shall receive payment for service levels actually performed based upon the monthly reconciled service levels in accordance with Exhibit B, incorporated into this Agreement, less any penalties that may be imposed. This reconciliation shall be performed and forwarded monthly to the Contractor.

7.1.4 Revenue from Material Resale

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

7.1.5 Fuel Price Escalation

This provision provides for compensation adjustments in the cost of motor fuels consumed by the Contractor for performing only the collection aspect of this contract, and shall not be applied to any processing costs or transportation costs for commodities bound for markets or unacceptable materials or residuals bound for disposal, according to the following methodology:

- A) The Fuel Allotment (FA) established herein to provide collection services for the residential program is three hundred fifty (350) gallons per month or forty two hundred (4,200) gallons per year. The FA for the multifamily program is three hundred fifty (350) gallons per month.
- B) The City shall establish a Monthly Base Fuel Index (MBFI) for No. 2 ultra low sulfur diesel or B-10 biodiesel, whichever is lower, on the first working day of each contract month by calculating the average retail price posted on the website, <http://gasprices.mapquest.com> for Urbana, IL. In the event this source no longer becomes accessible, the City shall determine and secure another source that reflects local retail pricing.
- C) After the end of each contract year, the annual average price shall be calculated. If the annual average price exceeds one hundred fifty percent (150%) of the first month's average price, then payment will be due the Contractor by multiplying the annual FA by fifty (50) cents.
- D) This methodology shall be performed for each contract year.

7.2 Notification

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

If to Contractor:

Mr. Matthew Snyder, President
Community Resource, Inc.
P.O. Box 522
Urbana, Illinois 61803-0522

If to the City:

Director of Public Works
706 S. Glover Ave.
Urbana, Illinois 61802
(217) 384-2377
wgray@city.urbana.il.us

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

City of Urbana, Illinois:

Laurel Lunt Prussing

Laurel Lunt Prussing,
Mayor

Date: 7/2/10

Community Resource, Inc.:

Matthew Snyder

Matthew Snyder
President

Date: 6/30/10

ATTEST:

Phyllis D. Clark

Phyllis Clark, City Clerk

SUBSCRIBED before me,
a Notary Public, by Matthew Snyder
this 30 day of June, 2010.

City of Urbana
County of Champaign
State of Illinois

Rita M Thomas

Notary Public

SEAL:



EXHIBIT "B"**To Agreement for Multifamily Recycling
Collection and Processing Services**Monthly Service Level Costs Schedule

Number of Toters	Weekly Collection Service	Cost per Month
1	Once	\$16.00
2	Once	\$20.00
3	Once	\$24.00
4	Once	\$28.00
5	Once	\$32.00
6	Once	\$36.00
7	Once	\$40.00
8	Once	\$44.00
1	Twice	\$36.00
2	Twice	\$44.00
3	Twice	\$52.00
4	Twice	\$60.00
5	Twice	\$68.00
6	Twice	\$76.00
7	Twice	\$84.00
8	Twice	\$92.00
1(30 gal.)	Twice	\$36.00
Dumpster		
2 yd.	Once	\$31.00
4 yd.	Once	\$39.00
6 yd.	Once	\$46.00
8 yd.	Once	\$51.00
2 yd.	Twice	\$49.00
4 yd.	Twice	\$65.00
6 yd.	Twice	\$78.00
8 yd.	Twice	\$88.00

Toter size is 96 gallon unless specified otherwise.

**ADDENDUM TO
 “AGREEMENT FOR MULTIFAMILY RECYCLING COLLECTION AND
 PROCESSING SERVICES”**

The aforementioned document, having been signed by authorized representatives of both the City of Urbana on July 2, 2010 and Community Resource, Inc. on June 30, 2010, is hereby amended in the following manner:

Replace the following language of the Agreement with the language contained herein, with underlined characters being added and struck-through characters being deleted,

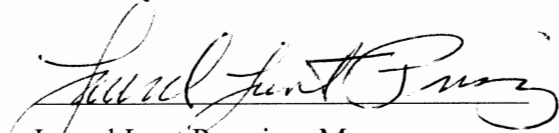
“Section 4.3 Units to be Serviced”

“As part of the multifamily program, the Contractor shall also provide recycling services to Municipal buildings and locations as listed below at no cost:”

Location	Size and Number of Containers	Commodity	Container Supplied by	Collection Frequency
City Building	One / 2yd Ten/ 95 gal toters	OCC Fiber/containers	City Contractor City	Once /week
Civic Center	One / 2yd Four / 95 gal toters	OCC Fiber/containers	City Contractor City	Once /week
Public Works	One / 2yd Six/ 95 gal toters	OCC Fiber/containers	Contractor City	Once /week
Landscape Recycling Center	One / 95 gal toter	Fiber/containers	City	Once /week
Urbana Library	<u>One/2yd</u> Five/ 95 gal toters	<u>OCC</u> Fiber/containers	City Contractor	Once /week
Downtown- various locations	Six / 30 gal containers (with hard plastic liners)	Containers	City	Twice /week *collected before 7:30a.m.

The signature of both parties below indicates mutual consent to the above amendments. The amendments of this addendum are hereby considered to be part and parcel of the Agreement as if originally contained therein.


City of Urbana, Illinois:



Laurel Lunt Prussing, Mayor

Date: 3/21/11

Community Resource, Inc.:



Matthew Snyder, President

Date: 3/14/11