

RESOLUTION NUMBER 26 -01

**RESOLUTION AUTHORIZING THE EXECUTION OF
A THIRD AMENDMENT TO CONTRACT FOR
WASTE HAULING SERVICES WITH BROWNING-FERRIS
INDUSTRIES OF ILLINOIS, INC.**

WHEREAS, the corporate authorities of the Village of East Dundee have determined that it is advisable, necessary, and in the public interest that the Village enter into and authorize the execution of a Third Amendment to Contract with Browning-Ferris Industries of Illinois, Inc., a copy of which Third Amendment to Contract is attached hereto as an exhibit.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That Village of East Dundee hereby adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the Third Amendment to Contract for waste hauling services with Browning-Ferris Industries of Illinois, Inc., a copy of which Third Amendment to Contract is attached hereto as an exhibit.

Section Two. Severability. If any section, paragraph, or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Three. Repeal. All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

Section Four. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 6th day of August, 2001, pursuant to a roll call vote as follows:

AYES: Szalla, Zaeske, Arnone, Ruffulo, Bartels, Schock.

NAYES: None

ABSENT: None.

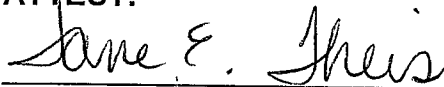
Approved by me this 6th day of August, 2001.



ROGER AHRENS, President

Published in pamphlet form this 13th day of August, 2001, under the authority of the President and Board of Trustees.

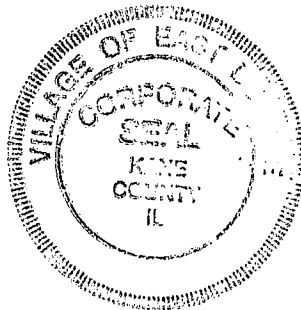
ATTEST:



JANE THEIS, Village Clerk

Recorded in the Village Records on August 13th, 2001.

C:\A.WORDPERFECT\EASTDUNDI\RESOLUT\BFI.res 08-02-2001.wpd (10-09-00)



**AMENDMENT TO AGREEMENT BETWEEN
THE VILLAGE OF EAST DUNDEE AND
BFI WASTE SYSTEMS OF NORTH AMERICA, INC.,
FOR RESIDENTIAL SOLID WASTE, YARD WASTE,
AND RECYCLING SERVICES**

INTRODUCTION:

The **VILLAGE OF EAST DUNDEE**, an Illinois municipal corporation, (hereinafter referred to as "the Village") is desirous of amending the Contract for Residential Solid Waste, Yard Waste, and Recycling Services adopted by Village Resolution No. 26-01 effective on August 13, 2001, (hereinafter referred to as the 2001 AGREEMENT) and **BFI WASTE SYSTEMS OF NORTH AMERICA, INC.**, (hereinafter referred to as "the CONTRACTOR") has consented to such amendment.

NOW, THEREFORE, AND IN CONSIDERATION OF AND UPON THE MUTUAL PROMISES AND AGREEMENT HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Amendment to 2001 AGREEMENT. The VILLAGE and CONTRACTOR agree to amend the 2001 AGREEMENT for residential solid waste, yard waste, and recycling services pursuant to a letter dated April 11, 2005, from the CONTRACTOR, which letter is expressly incorporated herein and attached hereto as Exhibit A.

2. SECTIONS AMENDED. The VILLAGE and CONTRACTOR amend the 2001 AGREEMENT as follows:

(2.1) **SERVICE COSTS** (pages 2 and 3):

The Service Costs section shall be removed in its entirety and replaced with the following:

The CONTRACTOR agrees to furnish complete equipment, labor, material, and supplies necessary to load, haul, store, market, and dump all solid waste materials, yard waste materials, and recyclable materials collected within the corporate limits of the VILLAGE and dispose of the same outside the corporate limits of the VILLAGE. The CONTRACTOR agrees to recycle all of the recyclable material. Charges will be on a per "stop" basis for the below designated services provided for each single family and Qualified Multiple Family Residential Dwelling as follows:

A. REFUSE COLLECTION

August 1, 2005 to July 31, 2006	\$9.61/stop/month
August 1, 2006 to July 31, 2007	\$10.09/stop/month

B. RECYCLING

August 1, 2005 to July 31, 2006	\$3.54/stop/month
August 1, 2006 to July 31, 2007	\$3.72/stop/month

C. YARD WASTE

August 1, 2005 to July 31, 2006	\$1.38/stop/month
August 1, 2006 to July 31, 2007	\$1.45/stop/month

TOTAL OF A, B, & C (REFUSE, RECYCLING, & YARD WASTE):

August 1, 2005 to July 31, 2006	\$14.53/stop/month
August 1, 2006 to July 31, 2007	\$15.26/stop/month

(2.2) INSURANCE AND INDEMNITY

Insurance Requirements - The successful Company shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or the Company's agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance:

- a. Insurance Services Office Commercial General Liability occurrence from CG 0001 (Ed. 11/85) with the Village of East Dundee named as additional insured; and
- b. Owners and Contractors Protective Liability (OCP) policy (if required) with the Village named as additional insured; and
- c. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and
- d. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance - The successful Company shall maintain limits no less than:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. The minimum general aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 - b. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - c. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- C. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees and volunteers; or the Company shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- D. Other Insurance Provisions – The policies are to contain, or be endorsed to contain, the following provisions:
- a. General Liability and Automobile Liability Coverages:
 - 1. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Company; products and completed operations of the Company; premises owned, leased by the Company; or automobiles owned, leased, hired or borrowed by the Company. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.
 - 2. The Company's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of the Company's insurance and shall not contribute to it.
 - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

4. The Company's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that the Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed by the Company for the Village.
 - c. Professional Liability (if required):
 1. Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not to exceed \$50,000 without prior written approval.
 2. Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - A. Preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
 - B. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.
 - d. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Village.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
 - E. Verification of Coverage. The Company shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees

and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. The Village reserves the right to request full, certified copies of the insurance policies and endorsements.

- F. Subcontractors. The Company shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- G. Indemnity/Hold Harmless Provision. With the acceptance of the bid, to the fullest extent permitted by law, the Company shall here by agree to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Company, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Company shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the Company shall, at its own expense, satisfy and discharge the same. The Company expressly understands and agrees that any performance bond or insurance policies required by these specifications, or otherwise provided by the Company, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

- (2.3) **TERM** (page 5): The Term section shall be removed in its entirety and replaced with the following:

The Agreement shall be in force and effect for the period from the date of this Amendment until July 31, 2007.

3. In all respects not modified by this Amendment, the 2001 Agreement his hereby ratified by the parties.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 20 day of May, 2005.

VILLAGE OF EAST DUNDEE, an Illinois municipal corporation

By: *Jerry Bartels*
JERRY BARTELS, President

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

By: *Daniel Houde*
Title: Regional Vice President

ATTEST:

By: *Nikki Giles*
NIKKI GILES, Village Clerk

ATTEST:

By: *Frank McCoy*
Title: General Manager

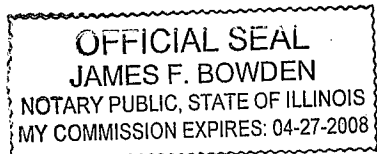
STATE OF ILLINOIS)
) SS
COUNTY OF K A N E)

I, the undersigned, a Notary Public in and for County, in the State aforesaid, DO HEREBY CERTIFY that JERRY BARTELS, President and NIKKI GILES, Village Clerk of the Village of East Dundee, an Illinois municipal corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as the free and voluntary act of said Village, for the uses and purposes therein set forth; and said Village Clerk did there acknowledge that she, as Custodian of the corporate seal of said Village, did affix said corporate seal of said Village to said instrument as the free and voluntary act of said Village and for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20 day of May, 2005.

James Bowden
NOTARY PUBLIC

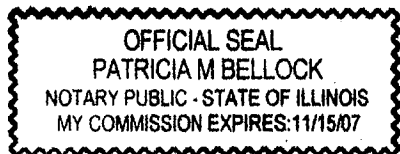
STATE OF ILLINOIS)
) SS
COUNTY OF KANE)



I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *Daniel Houde*, as *Regional Vice Pres* and *Frank McCoy* as *General Manager* of BFI WASTE SYSTEMS OF NORTH AMERICA, INC., personally known to me to be the same persons whose names are

subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and seal this 27 day of May, 2005.



Patricia M Bellock

NOTARY PUBLIC

D:\A.WORDPERFECT\EASTDUND\2005 AGREEMENTS\Waste Contract\refuse_contract_amendment_04-25-05.wpd