

**AN AGREEMENT BETWEEN WILL COUNTY AND
TO PROVIDE
TIRE COLLECTION AND PROCESSING SERVICES**

THIS AGREEMENT TO PROVIDE TIRE COLLECTION AND PROCESSING SERVICES (hereinafter referred to as “Agreement”) made and entered into as of this date () by and between Will COUNTY (hereinafter referred to as “COUNTY”) and (Contractor’s name) (hereinafter referred to as “CONTRACTOR”).

WITNESSETH:

WHEREAS, the Illinois Solid Waste Planning & Recycling Act (415 ILCS 15/1 et seq.) mandates that counties plan for the management of solid waste; and

WHEREAS, the COUNTY has adopted a solid waste plan entitled the “COUNTY of Will Solid Waste Management Plan, January, 1991” and supplemented by the first and second five-year updates to the Solid Waste Management Plan dated March 1996, November 2001 and 2008 (respectively); and

WHEREAS, on (DATE) the Will COUNTY Land Use Department, Resource Recovery and Energy Division issued a Request to enter into an agreement for tire collection and processing services; and

WHEREAS, the Resource Recovery and Energy Division stated in the Request that its desire was to hold a tire collection event between September 2019 and November 2019 and

WHEREAS, CONTRACTOR responded to the Request by the (DATE) deadline and was deemed the lowest responsible bidder for the tire collection and processing services; and

NOW, THEREFORE in consideration of the premises and mutual covenants contained in this Agreement, the parties agree that:

**ARTICLE 1.0
DEFINITIONS**

Section 1.1- Definitions. For the purposes of this Agreement, the following words and phrases shall be interpreted as follows:

“Collection Event” shall mean a tire collection event of a one or two-day duration conducted by the CONTRACTOR at the direction of the COUNTY.

“Collection Event Site” shall refer to the location provided by and used by the CONTRACTOR to conduct a tire collection event.

“Collection Services” shall mean the acceptance of tires from Will COUNTY governmental entities and the public at a collection event and processing of collected tires.

“Processing Services” shall mean the management of collected on- and off-rim tires in a manner consistent with the Environmental Protection Act and Illinois Administrative Code.

“Tires” shall refer to any on- or off-rim rubber tire that can be processed.

Section 1.2 - Undefined Terms. Terms not specifically defined in Section 1.1 of this Agreement shall take on their generally accepted meanings.

ARTICLE 2.0 SCOPE OF AGREEMENT

Section 2.1 - Cooperation. The parties shall cooperate and use their best efforts, pursuant to the terms of this Agreement, to facilitate the operation of the tire collection program by the CONTRACTOR. Accordingly, the parties agree in good faith to undertake the resolution of disputes, if any, in an equitable and timely manner.

Section 2.2 - General COUNTY Responsibilities. Subject to Section 3.1, COUNTY shall provide the following support to the CONTRACTOR to hold an event during the term of this Agreement and any extensions in time thereof:

- A. Provide volunteer to survey municipalities and township highway departments
- B. Schedule participating governmental entities prior to collection event.
- C. Provide cones, if needed, to direct traffic on-site;

Section 2.3 - General CONTRACTOR Responsibilities. CONTRACTOR shall provide the following services during the term of this Agreement and any extensions in time thereof:

- A. Shall provide collection services at the collection event site of all tires collected from residents at the Collection Event;
- B. Provide sufficient labor, at the collection event site, necessary to unload tires from residential vehicles and load into trailers or other appropriate containers during the collection event;
- C. Arrange for sufficient trailers and/or roll-off containers available on an on-call basis during the collection event to load tires collected from the collection event site from governmental entities;
- D. Availability to conduct the event on a date determined by the COUNTY which will be held on a Saturday between September and November 29, 2019.

Section 2.31 – Failure to Perform. If the Contractor fails to meet any of the above responsibilities the COUNTY may choose to incur any cost in connection therewith and the Contractor agrees that said costs will be reimbursed by the Contractor to the COUNTY within seven (7) days of written notice by the COUNTY. This is in addition to any and all remedies available to the COUNTY at law and in equity.

Section 2.4 - Incorporation by Reference. All terms and conditions issued by the COUNTY in its Request issued on (DATE) and agreed to by the CONTRACTOR in its response to the Request dated (DATE) (CONTRACTOR'S response) are expressly incorporated by reference into this Agreement.

Section 2.5 - Cost of Service. The cost of the service to be provided by CONTRACTOR under this agreement shall be as described in CONTRACTOR'S response contained in Attachment A of this agreement. Such cost shall remain in effect throughout the contract term described in Section 3.1.

**ARTICLE 3.0
TERM OF AGREEMENT**

Section 3.1 - Term of this Agreement. Subject to Section 10.1, the term of this Agreement shall be from the date of execution to (DATE). Provided, however, that the term of this Agreement shall not extend into any period during which there is insufficient funding in the COUNTY'S budget for the services contemplated hereunder. The COUNTY covenants and agrees that it will use its best efforts to insure that there are adequate funds available and appropriated for the services contemplated hereunder.

**ARTICLE 4.0
TIRE COLLECTION EVENT**

Section 4.1 - Planning of the Collection Event.

- A. The CONTRACTOR shall provide input regarding the calendar dates and times for the scheduling of Collection Events, however, the COUNTY shall have ultimate discretion over the dates, times, and duration of the event.
- B. Except as otherwise provided herein, the CONTRACTOR shall provide adequate staffing, equipment, and supplies for the scheduled Collection Event. The CONTRACTOR shall not engage in conduct or activity outside of this Agreement that jeopardizes the CONTRACTOR'S ability to commit additional personnel, equipment and supply reserves available to the Collection Event in accordance with Section 2.3.
- C. The COUNTY shall work to publicize the Collection Event. The CONTRACTOR will assist the COUNTY during the development of Collection Event publicity programs. The COUNTY will take reasonable steps to keep the CONTRACTOR informed of the content and scope of its publicity efforts. The CONTRACTOR shall not perform any publicity or public education activities relating to the services rendered under this Agreement without prior written authorization from the COUNTY.
- D. If the CONTRACTOR fails to meet any of the above responsibilities the COUNTY may choose to incur any cost in connection therewith and the CONTRACTOR agrees that said costs will be reimbursed by the CONTRACTOR to the COUNTY within seven (7) days of written notice by the COUNTY. This is in addition to any and all remedies available to the COUNTY at law and in equity.

**ARTICLE 5.0
TIRE MANAGEMENT**

Section 5.1 - Transportation and Processing. CONTRACTOR shall have the Collection Event at a tire processing site in Will COUNTY registered with the Illinois Environmental Protection Agency as a “tire storage” or a “tire disposal site” as defined in the Illinois Environmental Protection Act or at a site chosen by the COUNTY.

Section 5.2 – Penalties for Nonperformance. If the COUNTY incurs costs in order to comply with any items under this section that are the responsibility of the CONTRACTOR, The CONTRACTOR agrees that said costs shall be reimbursed by the CONTRACTOR within seven (7) days of written notice. This is in addition to any and all rights, remedies and causes of actions at law or in equity.

**ARTICLE 6.0
REPORTING REQUIREMENTS**

Section 6.1 - General Record Responsibilities.

- A. CONTRACTOR shall prepare and maintain proper, accurate and complete records and accounts of all transactions related to the Tire Collection Event. This would include, but not be limited to, paperwork that accounts for the tires collected and processed during the tire collection event.
- B. CONTRACTOR hereby grants COUNTY and its agents, at COUNTY’S expense, the right to inspect all books, records, plans and other similar material of the CONTRACTOR, insofar as they relate to the operation of the Collection Event as described in this Agreement, upon reasonable notice to CONTRACTOR and during normal business hours. CONTRACTOR reserves the right to withhold certain documents from COUNTY inspection pursuant to this Section based upon a reasonable explanation of their proprietary nature.

Section 6.2 - Individual Collection Event Reports.

- A. CONTRACTOR shall submit an individual Collection Event report to the COUNTY within six (6) business days after the completion of each Collection Event.
- B. The individual Collection Event report shall include, at a minimum:
 - 1. Waste data including types, quantities and general disposition information for all tires brought to the Collection Event;
 - 2. Specific recommendations regarding how the planning and/or operation of future events can be improved based upon the experience gained during the Collection Event.

Section 6.3 – Penalties for Nonperformance. If the COUNTY incurs costs in order to comply with any items under this section that are the responsibility of the CONTRACTOR, the CONTRACTOR agrees that said costs shall be reimbursed by the CONTRACTOR within seven (7) days of written notice. This is in addition to any and all rights, remedies and causes of actions at law or in equity.

**ARTICLE 7.0
INSURANCE**

Section 7.1 - Required Insurance. The CONTRACTOR shall procure and maintain for the duration of this Agreement, insurance in accordance with the provisions set forth herein.

Section 7.2 - Minimum Limits of Insurance.

- A. **Worker's Compensation Insurance.** The CONTRACTOR shall procure and maintain during the life of this contract, Workmen's Compensation Insurance, as required by applicable state law for all of its employees who would be engaged in work on this project. In case of any class of employees engaged in any work on the project under this contract is not protected under the Workmen's Compensation Statute, the CONTRACTOR shall provide adequate employer's liability insurance for the protection of such of its employees as are provided Employer's Liability (coverage B) in the amount of \$500,000.00.
- B. **CONTRACTOR'S Comprehensive General Liability and Property Damage Insurance.** CONTRACTOR'S Comprehensive General Liability and Property Damage Insurance shall be in an amount not less than \$500,000.00 for injuries including accidental death to any one person and not less than \$500,000.00 on account of any one occurrence and property damage insurance including completed operations broad form in an amount not less than \$100,000.00 or \$500,000.00 combined single limit bodily injury and property damage.
- C. **Motor Vehicle Insurance.** The CONTRACTOR shall furnish and maintain at its own expense, comprehensive motor vehicle liability insurance covering the use of all owned, non-owned or hired motor vehicles and that the limits on said policy for bodily injury including death resulting therefrom shall be not less than \$250,000.00 for each person and \$500,000.00 for each occurrence and property damage coverage of not less than \$100,000.00.
- D. **Owner's Protective Liability Insurance.** The CONTRACTOR shall protect the COUNTY or its assignee, if any, from contingent responsibility arising from the work performed under this Contract by adding these parties as named insured as a rider to the General CONTRACTOR specified Comprehensive General Liability Policy in an amount not less than \$500,000.00 per occurrence. The named insured in this Comprehensive General Liability Policy shall be: COUNTY of Will, 302 N. Chicago St., Joliet, IL. 60432. A copy of the rider indicating the COUNTY of Will as an additional insured shall be provided to the COUNTY prior to commencement of collection and processing services. The COUNTY covenants and agrees that it will comply with all requirements for a named insured under the Comprehensive General Liability Policy concerning cooperation and reporting in the claims process.

**ARTICLE 8.0
SUBCONTRACTORS**

Section 8.1 - Responsibility for Subcontractors.

- A. The CONTRACTOR shall assume responsibility for all services provided for in the Agreement, whether or not directly performed by the CONTRACTOR. Furthermore, the CONTRACTOR shall be the point of contact with the COUNTY concerning issues associated with the Agreement, including but not limited to, all issues of subcontracted work.
- B. The CONTRACTOR shall be completely responsible for the subcontractor's adherence to all provisions of the contract, and for any claims or damages that may arise as a result of acts or omissions on the part of the subcontractor.

Section 8.2 - Approval of Subcontractors. Not later than seven (7) days prior to collection event, CONTRACTOR shall provide written notification to COUNTY the identities and contact person for each subcontractor, if any, that CONTRACTOR intends to use for collection event. The COUNTY reserves the right to approve all subcontractors, which approval shall not be unreasonably withheld. Any delay or standby costs that arise because the CONTRACTOR provided a subcontractor unacceptable to the COUNTY shall be at the CONTRACTOR'S sole risk.

**ARTICLE 9.0
INDEMNIFICATION**

Section 9.1 - Hold Harmless. CONTRACTOR agrees to indemnify, save harmless and defend the COUNTY, its departments, agents, host entities, representatives, officers, officials and employees, and eligible participants, from any and all lawsuits, claims, demands, liabilities, losses, expenses, and actions, including court costs and reasonable attorney's fees, for or on account of any and all causes of action arising out of the performance of CONTRACTORS activities and/or responsibilities, or the activities and/or responsibilities that the CONTRACTOR is responsible for providing, including but not limited to injury to any person, or death at any time resulting from such injury, or any damage to property or the environment, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. This indemnity shall not apply to such injury, death, or damage caused solely and directly by the negligent conduct of the COUNTY or its employees.

**ARTICLE 10.0
TERMINATION**

Section 10.1 - Termination of Agreement.

- A. Subject to the Notice requirements of Section 11.3, either party may terminate this Agreement upon thirty (30) days written notice to the other.
- B. Upon termination of this Agreement pursuant to this Section, CONTRACTOR shall not commence any further work on behalf of the COUNTY. CONTRACTOR shall complete all tasks required for the fulfillment of its contractual responsibilities relating to work commenced prior to the date of termination. COUNTY shall only compensate

CONTRACTOR for prior services satisfactorily rendered and the completion of work in progress on the date of termination.

- C. In the event CONTRACTOR'S registration with the Illinois Environmental Protection Agency to transport, dispose, process or store used tires expires during the term of this Agreement, this Agreement shall immediately terminate without any advanced notice required of any kind.

**ARTICLE 11.0
MISCELLANEOUS**

Section 11.1 - Event Participation Levels, and Waste Quantities. COUNTY makes no representations whatsoever regarding level of public participation in the COUNTY'S tire collection event, or quantities of tires to be collected pursuant to this Agreement.

Section 11.2 - Assignment. This Agreement shall be binding on CONTRACTOR and its successors and assigns. Neither party to the Agreement shall assign the Agreement or any document or instrument executed in connection therewith without the written consent of the other, which shall not be unreasonably withheld.

Section 11.3 - Notices. All notices, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands request, or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or day on which United States Mail is not delivered:

- (a) If to COUNTY: Will COUNTY Land Use Department
Resource Recovery and Energy Division
Attention: Resource Recovery and Energy Manager
58 E. Clinton St., Suite 100
Joliet, IL 60432
- (b) If to CONTRACTOR: **(NAME and ADDRESS OF CONTRACTOR)**

Any party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

Section 11.4 - Relationship of the Parties. Neither party to this Agreement shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other party; nothing herein shall render either party a partner, agent or representative of the other party or create any fiduciary relationship between the parties. Contractor is not an employee of the County of Will and is, and shall at all times, be considered an Independent Contractor.

Section 11.5 - Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or be construed to be a waiver thereof, so that such right may be exercised from time to time

and as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any provision, responsibility, warranty, or covenant contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

Section 11.6 - Amendment. This document may not be amended except by written agreement signed by the authorized representatives of all parties hereto.

Section 11.7 - Authorized Representatives. Each party shall identify an authorized representative to be primarily responsible for the interests of that party. Will COUNTY Resource Recovery and Energy Manager or his/her designee shall be COUNTY'S representative under this Agreement. President of CONTRACTOR, or his designated agent, shall be CONTRACTOR'S representative. COUNTY and CONTRACTOR shall give written notice to the other if either elects to change its authorized representative.

Section 11.8 - Agreement Governed By Illinois Law. This Agreement shall be governed by the laws of the State of Illinois; venue for any litigation in connection with this Agreement shall be in the Twelfth Judicial Circuit, Will COUNTY, Illinois.

Section 11.9 - No Conflicting Provisions. This Agreement is the entire Agreement between the parties for the specified services and, except for documents expressly incorporated by reference by Section 2.4, supercedes all prior proposals and agreements, both written and oral and any other written and oral communications between the parties. If any condition or term of any document expressly incorporated by reference in Section 2.4 conflicts with any term or condition of this Agreement, the terms of this Agreement shall control.

Section 11.10 - Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, administrators, and trustees of COUNTY and CONTRACTOR.

Section 11.11 - Execution Of Documents. This Agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument.

Section 11.12 - Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, any and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused this Agreement to be executed in their respective names, have caused their respective corporate seals to be hereto affixed, and have caused this Agreement to be attested, all by their duly authorized officers, or representatives and CONTRACTOR and COUNTY have cause this Agreement to be dated as of the date and year first written above.

COUNTY OF WILL

CONTRACTOR

By: _____
Lawrence Walsh,
COUNTY Executive

By: _____
Name
Title

Attest:

By: _____
Lauren Staley Ferry
COUNTY Clerk

By: _____