



SOLID WASTE AGENCY OF LAKE COUNTY, IL

MEMORANDUM

To: Michael Talbott, Chairman, Executive Committee
From: Walter S. Willis, Executive Director
Subject: December 2019 Meeting Notice Information
Date: December 13, 2019

Attached you will find the agenda for our next meeting at 12 pm, December 19th, the minutes from the September 12, 2019 meeting, and the referenced consent, action and information items.

Please let Amy Bartemio know if you will be attending or not.

**SOLID WASTE AGENCY OF LAKE COUNTY, IL
EXECUTIVE COMMITTEE
Thursday, December 19, 2019 12:00 pm
1311 N. Estes Street Gurnee, IL 60031**

1. CALL TO ORDER.....Chairman Talbott
2. ROLL CALLSecretary
3. APPROVAL OF MINUTES
September 12, 2019
4. NEW AGENDA ITEMS
5. PUBLIC COMMENT ON AGENDA ITEMS
6. EXECUTIVE COMMITTEE ITEMSChairman Talbott

Consent Item

1. Expenditure Report (October 2019)

Action Items

1. Grayslake Electronics Collection Site Labor Agreement

Information Items

1. FY2020 Household Chemical Waste Collection Schedule (EFP)
2. APTIM MRF Study Review
3. Project and Program Updates

7. EXECUTIVE SESSION – *None*
8. ADJOURNMENT

SOLID WASTE AGENCY OF LAKE COUNTY (SWALCO) EXECUTIVE COMMITTEE

SIGN IN SHEET

September 12, 2019

COMMUNITY	REPRESENTATIVE	TITLE
ELLIS	Mike Ellis	VILLAGE MANAGER
HEWITT	Mike Hewitt	PUBLIC WORKS DIRECTOR
MUETZ	Pat	VILLAGE ADMINISTRATOR
NORRIS	John W. Norris	MAYOR
ROTHING		VILLAGE PRESIDENT
TALBETT	Michael Talbett	VILLAGE ADMINISTRATOR
WAGENER		TRUSTEE
WARDA	Paula Warda	SENIOR PLANNER
SIMPSON	John S.	LAKE COUNTY BOARD
RYBACK		SWALCO BOD CHAIRMAN

PUBLIC SIGN-IN SHEET

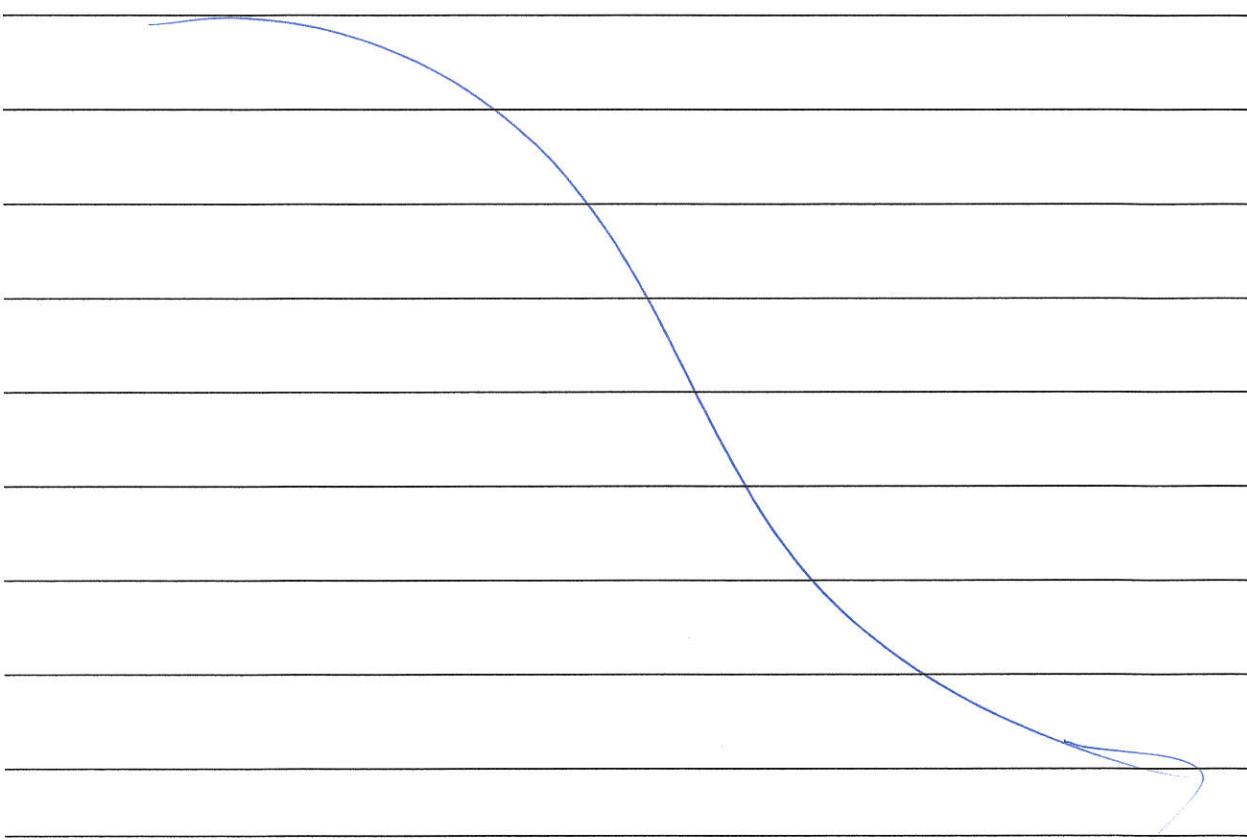
(Executive Committee Meeting)

Name

Address

Representing

None



Date: 09/12/19

	A	B	C	D	E	F	G	H	I	J
1			SWALCO EXECUTIVE BOARD VOTING RECORD - September 12, 2019							
2	REPRESENTATIVE		Consent -July Expenses		Civil Agents agreement		2020 Fy Budget to BOD			
3	Attendance		A	N	A	N	A	N	A	N
4	MIKE ELLIS	✓	✓		✓					
5	MIKE HEWITT	✓	✓		✓					
6	PATRICK MUETZ	✓	✓		✓					
7	JOHN NORRIS	✓	✓		✓					
8	BUD ROTHING	—	—		—		✓			
9	MICHAEL TALBETT	✓	✓		✓		✓			
10	JOHN WAGENER	—	—		—		✓			
11	NIMROD WARD	—	—		—					
12	JULIE SIMPSON	✓	✓		✓					

(b) (6) (6)

Nimrod Arrived @ 12:13

MINUTES

SOLID WASTE AGENCY OF LAKE COUNTY, IL

EXECUTIVE COMMITTEE

Thursday, September 12, 2019 12:00 pm
1311 N. ESTES STREET, GURNEE, IL 60031

CALL TO ORDER

Chairman Talbott called the meeting to order at 12:01 pm with 6 members present.
Nimrod Warda arrived late.

APPROVAL OF MINUTES

Motion by *Mike Ellis* seconded by *Pat Muetz* to approve the Executive meeting minutes of 03.22.19 which will be revised to include amendments mentioned by John Norris.

Motion was unanimously approved.

NEW AGENDA ITEMS – *None*

PUBLIC COMMENT - *None*

EXECUTIVE COMMITTEE ITEMS – *None*

CONSENT ITEM

Expenditure Reports (July 2019).

Motion by *John Norris*, seconded by *Mike Hewitt*.

Motion was approved.

ACTION ITEMS

1. Proposed Work Agreement with Civil Agents

Walter Willis presented and discussed a work agreement with Civil Agents to develop custom educational widgets for the SWALCO website. At the August 22, 2019 Board of Directors meeting the Board, after much discussion, instructed staff to prepare a list of questions for Civil Agents regarding the scope of work and costs. The Board also granted the Executive Committee the authority to approve the agreement pending the responses to SWALCO's questions. The email correspondence between Tracy Bugh of Civil Agents and SWALCO was presented and provided responses to the questions. SWALCO staff is satisfied with the responses and recommends approval of the contract.

Motion by *Mike Hewitt*, seconded by *Julie Simpson* to approve the work agreement with Civil Agents to develop custom educational widgets for the SWALCO website.

Motion was approved on a roll call vote of 6 to 0.

2. Proposed FY 2020 SWALCO Budget

Walter Willis presented the final draft of FY 2019 budget, highlighting proposed expenditures and estimated revenues including the reviews of the cash replacement and cash balance funds. Proposed expenditures for FY 2020 are \$1,149,686 compared to \$1,186,659 in FY 2019, a decrease \$36,973 or approximately 3%. Please note the following: 1) a 3% salary increase was assumed (County staff recommended 3% increase, has yet to be voted on by County Board), 2) \$25,000 has been budgeted for one-time costs related to facility maintenance including new LED lighting and new office carpeting, and 3) this budget does not include the \$51,000 we budgeted for the 2019 Plan Update which is the primary reason the proposed budget has a projected surplus. Total FY 2020 revenues are estimated at \$1,155,064 compared to \$1,117,822 in FY 2019, an increase of \$37,242 or approximately 3.3%. Revenue from the landfill surcharge for FY 2020 is estimated at \$680,000 an increase of \$35,000 from last year as the volume at both landfills is trending upward due to the strong economy. The anticipated host fee from the Round Lake Park Transfer Station is \$71,300 per

year, an increase from last year due to the host fee being increased by the CPI and increased waste volumes. Another expected increase in revenue is from the clothing and shoe collection program which is expected to increase from \$47,000 in FY 2019 to \$60,000 in FY 2020. Revenues are expected to exceed expenditures by \$5,378 (\$1,155,064 – 1,149,686). As of September 2019, \$995,261 is being held by the Lake County Treasurer and \$1,228,422 is being held in a CD at a bank in Highland Park for a total Cash Fund Balance of \$2,223,683. Given the relatively high interest rates being paid and the fact that the cash balance of \$995,261 held by the Treasurer has more than adequate funding to manage the Agency's day to day cash flow needs, it is recommended that an additional \$400,000 be transferred from the Treasurer to a higher interest bearing CD. It is anticipated that in FY 2020 the Agency will have to expend funds for additional landscaping after the parking lot is redone at an estimated cost of \$10,000. The current fund balance is \$479,302 but that does not include the parking lot costs that will be accrued in FY 2019, which when accounted for leaves the fund at approximately \$229,000. Given that interest rates have improved, the Agency will not transfer money out of the Cash Fund to keep the Capital Replacement Fund at \$500,000 as the Board had approved 2 years ago. Instead, the Agency will let the Capital Replacement Fund stay as is for the next fiscal year.

Motion by *Pat Muetz*, seconded by *John Norris* to adopt the FY2020 Budget and will be presented to full board later in October for approval. ***Motion was unanimously approved.***

INFORMATION ITEMS - *None*

EXECUTIVE SESSION - *None*

NEXT EXECUTIVE COMMITTEE MEETING: Thursday, December 19, 2019 - 12:00 p.m.
(the October 3rd EC meeting was cancelled during this meeting)

NEXT BOARD MEETING: Thursday, October 17, 2019 - 6:00 p.m. Hainesville Village Hall,
100 N. Hainesville Road, Hainesville, IL 60030

ADJOURNMENT (12:47 p.m.): Motion by *Mike Ellis* seconded by *John Norris* to adjourn.
Motion was approved.

Memo to the Executive Committee

December 19, 2019

Consent - 1. Expenditure Approval

ISSUE: Approve Expenditures

RECOMMENDATION: We recommend approval

TIMING: Routine

BACKGROUND: The Board of Directors authorized the Executive Director to pay expenditures under \$20,000. The Executive Director submits the monthly expenditures to the Board for approval.

The total for Administration \$73,980.89; Education \$ 946.53 Household Chemical Waste \$ 16,919.90; Recycling \$ 186.69 ***Total expenditures for October 2019 - \$ 92,034.01***

ENCLOSED DOCUMENTS: Account Analysis Reports

STAFF: Walter Willis, Executive Director

Amy Bartemio, Executive Office Manager

SWALCO - October 2019 EXPENDITURE REPORT

SWALCO I- Solid Waste Prog-SWALCO Administration-Regular Salaries And Wages----				
Budget	393,177.96	Funds Available:	48,381.33	Beginning Balance for Period
Amount:				Total Expenditures
				30,385.00
				Ending Balance for Period
				344,796.63

SWALCO I- Solid Waste Prog-SWALCO Administration-Part Time Salaries And Wages----				
Budget	53,505.96	Funds Available:	1,668.00	Beginning Balance for Period
Amount:				Total Expenditures
				3,490.11
				Ending Balance for Period
				51,837.96

SWALCO I- Solid Waste Prog-SWALCO Administration-Special Pay----				
Budget	17,100.00	Funds Available:	2,716.26	Beginning Balance for Period
Amount:				Total Expenditures
				1,250.76
				Ending Balance for Period
				14,383.74

SWALCO I- Solid Waste Prog-SWALCO Administration-Office Supplies----				
Budget	1,000.00	Funds Available:	157.66	Beginning Balance for Period
Amount:				Total Expenditures
				203.47
				Ending Balance for Period
				842.30

SWALCO I- Solid Waste Prog-SWALCO Administration-Food and Provisions----				
Budget	1,500.00	Funds Available:	325.22	Beginning Balance for Period
Amount:				Total Expenditures
				181.02
				Ending Balance for Period
				1,174.78

SWALCO I- Solid Waste Prog-SWALCO Administration-Legal Services----				
Budget	7,000.00	Funds Available:	-8,122.84	Beginning Balance for Period
Amount:				Total Expenditures
				12,565.30
				Ending Balance for Period
				15,122.80

SWALCO I- Solid Waste Prog-SWALCO Administration-Consultants----				
Budget	126,900.00	Funds Available:	-24,141.05	Beginning Balance for Period
Amount:				Total Expenditures
				11,661.96
				Ending Balance for Period
				151,041.05

SWALCO I- Solid Waste Prog-SWALCO Administration-Trips And Training----				
Budget	8,475.00	Funds Available:	3,883.50	Beginning Balance for Period
Amount:				Total Expenditures
				230.92
				Ending Balance for Period
				4,591.50

SWALCO I- Solid Waste Prog-SWALCO Administration-Dues And Subscriptions----				
Budget	10,900.00	Funds Available:	827.29	Beginning Balance for Period
Amount:				Total Expenditures
				858.00
				Ending Balance for Period
				10,072.67

SWALCO I- Solid Waste Prog-SWALCO Administration-Gas For Heating----				
Budget	15,000.00	Funds Available:	369.37	Beginning Balance for Period
Amount:				Total Expenditures
				464.86
				Ending Balance for Period
				14,630.63

SWALCO I- Solid Waste Prog-SWALCO Administration-Electricity----				
Budget	15,000.00	Funds Available:	6,680.35	Beginning Balance for Period
Amount:				Total Expenditures
				760.42
				Ending Balance for Period
				8,319.65

SWALCO I- Solid Waste Prog-SWALCO Administration-Telephone----				
Budget	6,100.00	Funds Available:	1,941.77	Beginning Balance for Period
Amount:				Total Expenditures
				388.00
				Ending Balance for Period
				4,158.19

SWALCO I- Solid Waste Prog-SWALCO Administration-Cell Phone Allowance----				
Budget	660.00	Funds Available:	55.00	Beginning Balance for Period
Amount:				Total Expenditures
				55.00
				Ending Balance for Period
				605.00

SWALCO I- Solid Waste Prog-SWALCO Administration- Equipment Rental ----				
Budget	2,000.00	Funds Available:	500.00	Beginning Balance for Period
Amount:				Total Expenditures
				81.10
				Ending Balance for Period
				895.15

SWALCO I- Solid Waste Prog-SWALCO Administration-H/L/D Employee Benefits----				
Budget	81,178.00	Funds Available:	8,188.24	Beginning Balance for Period
Amount:				Total Expenditures
				6,659.80
				Ending Balance for Period
				72,989.72

SWALCO I- Solid Waste Prog-SWALCO Administration-Retirement Benefits/FICA----				
Budget	34,171.00	Funds Available:	4,712.67	Beginning Balance for Period
Amount:				Total Expenditures
				2,564.08
				Ending Balance for Period
				29,458.29

SWALCO I- Solid Waste Prog-SWALCO Administration-Retirement Benefits/IMRF----				
Budget	3,529.00	Funds Available:	324.57	Beginning Balance for Period
Amount:				Total Expenditures
				273.04
				Ending Balance for Period
				3,204.39
SWALCO I- Solid Waste Prog-SWALCO Administration-Miscellaneous Contingency----				
Budget	2,000.00	Funds Available:	1,626.49	Beginning Balance for Period
Amount:				Total Expenditures
				373.55
				Ending Balance for Period
				373.55
SWALCO I- Solid Waste Prog-Administration-Miscell Contractual Services----				
Budget	12,850.00	Funds Available:	1,407.12	Beginning Balance for Period
Amount:				Total Expenditures
				574.62
				Ending Balance for Period
				8,942.84
SWALCO I- Solid Waste Prog-Administration-Computer System Software----				
Budget	2,865.00	Funds	81.86	Beginning Balance for Period
				Total Expenditures
				959.88
				Ending Balance for Period
				2,783.14
SWALCO I- Solid Waste Prog-Education-Operational Supplies----				
Budget	4,000.00	Funds Available:	2,000.44	Beginning Balance for Period
Amount:				Total Expenditures
				49.50
				Ending Balance for Period
				1,999.52
SWALCO I- Solid Waste Prog-Education-Miscellaneous Commodities----				
Budget	6,000.00	Funds Available:	2,567.50	Beginning Balance for Period
Amount:				Total Expenditures
				375.00
				Ending Balance for Period
				3,432.50
SWALCO I- Solid Waste Prog-Education-Advertising----				
Budget	2,650.00	Funds Available:	346.36	Beginning Balance for Period
Amount:				Total Expenditures
				522.03
				Ending Balance for Period
				2,303.60
SWALCO I- Solid Waste Prog-Household Hazard Waste-Operational Supplies----				
Budget	16,000.00	Funds Available:	9,042.11	Beginning Balance for Period
Amount:				Total Expenditures
				148.80
				Ending Balance for Period
				5,201.10

SWALCO I- Solid Waste Prog-Household Hazard Waste-Consultants----				
Budget	149,400.00	Funds	-33,832.23	Beginning Balance for Period
Amount:		Available:		
				Total Expenditures
				15,232.14
				Ending Balance for Period
				95,749.73

SWALCO I- Solid Waste Prog-Household Hazard Waste-Garbage Disposal----				
Budget	9,000.00	Funds	4,229.92	Beginning Balance for Period
Amount:		Available:		
				Total Expenditures
				352.80
				Ending Balance for Period
				3,313.52

SWALCO I- Solid Waste Prog-Household Hazard Waste-All Other Maintenance----				
Budget	19,750.00	Funds	-514.48	Beginning Balance for Period
Amount:		Available:		
				Total Expenditures
				1,186.16
				Ending Balance for Period
				15,866.94

SWALCO I- Solid Waste Prog-Recycling-Miscellaneous Commodities----				
Budget	10,000.00	Funds	7,052.16	Beginning Balance for Period
Amount:		Available:		
				Total Expenditures
				86.69
				Ending Balance for Period
				2,947.80

SWALCO I- Solid Waste Prog-Recycling-Miscell Contractual Services----				
Budget	10,000.00	Funds	9,899.96	Beginning Balance for Period
				Total Expenditures
				100.00
				Ending Balance for Period
				100.00

TOTAL EXPENDITURES \$ 92,034.01

A – 1. Contract for Electronics Collection Site Labor Services and Intergovernmental Agreement with Village of Grayslake

ISSUE: Approve the Contract with eWorks ERI and the Intergovernmental Agreement with the Village of Grayslake.

RECOMMENDATION: Staff recommends approval pending General Counsel review.

TIMING: Routine

BACKGROUND: In October SWALCO Staff in coordination with the Village of Grayslake Public Works staff developed a Request for Proposal (RFP) for Electrons Collection Site Labor Services to help with the sorting and packaging of residential electronics that are dropped off at the Village of Grayslake Recycling Center as well as other general site cleanup as needed.

The RFP asked for a qualified vendor to provide an hourly rate of compensation for at least two labors, working up to 40 hours per week or as need and determined by SWALCO and the Village staff.

SWALCO compiled a list of four qualified vendors and sent them the RFP. Upon review of the responses (see attached) SWALCO recommends contracting with eWorks Electronics Services, Inc. (eWorks).

SWALCO has an existing contractual relationship with eWorks dating back to 2014, in which they serve as the collector and recycler for the SWALCO Business Concierge Electronics Recycling Program.

SWALCO staff is satisfied that eWorks has the qualifications and capabilities to support the requirements of the RFP.

Upon approval from the SWALCO Board of Directors and the Village of Grayslake, SWALCO will enter into a contract with eWorks for Electrons Collection Site Labor Services (draft contract attached). SWALCO will also enter into an Intergovernmental Agreement (Draft IGA attached) with the Village of Grayslake so to share in the administration and compensation of the vendor.

ENCLOSED DOCUMENTS: Electronics Collection Site Labor Services RFP Reponses; Contract with eWorks for Electronics Collection Site Labor Services; Intergovernmental Agreement between SWALCO and Village of Grayslake for Electronics Collection Site Labor Service

STAFF: Peter Adrian, Recycling Coordinator

SWALCO Request for Proposal Responses for Electronics Collection Site Labor Services
 November 2019

Proposers Name	Proposers Business Name	Proposers Business Address	Proposers Email	Proposers Phone #	Per Hour Rate	Provided Insurance	Agrees to Appendix A. Section 4.2	Notes
Jeffery Stagg	eWorks Electronics Services Inc.	1201 Estes St. Elk Grove Village, IL 60007	istagg@eworksest.org	(847) 276-8894	\$25.00	Yes	Yes	2 staff assigned Saturdays 8am - 4pm or other days if needed but for a minimum of four hours.
James Larkin	A-Team Recyclers LLC.	304 Gregory Ct. Shorewood, IL 60404	jimmy@ateamrecyclers.com	(815) 600-3608	\$85.00	Yes	Yes	Two staff assigned Mondays & Wednesdays 8am to 1pm.
Brett Simon	Elgin Recycling, Inc.	46 East End Dr. Gilberts, IL 60136	brettsimon@elginrecycling.com	(847) 741-4100	N/A	No	Yes	Vendor could not provide complete proposal due to unexpected staffing and insurance issues.

**SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** is dated as of the 19th day of December, 2019 (“*Agreement*”), and is by and between the **SOLID WASTE AGENCY OF LAKE COUNTY, (“SWALCO”)** and the Contractor identified in Section 1A. of this Agreement each of which shall hereinafter be referred to individually as a “Party” and collectively as “the Parties”.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, the Parties agree as follows:

SECTION 1. CONTRACTOR.

A. Engagement of Contractor. The Agency desires to engage the Contractor identified below to perform and to provide all necessary services to perform the work in connection with the project identified below:

Contractor Name (“*Contractor*”): eWorks Electronics Services, Inc.

Address: 1201 Estes St.
Elk Grove Village, IL 60007

Telephone No.: (847) 276-8894

Email: jstagg@eworksesi.org

Project Name/Description (“*Project*”): Electronics Collection Site Labor Services

B. Project Description. Contractor shall provide services to SWALCO, as more fully described in the Scope of Work attached to the Agreement as Exhibit A. (“*Scope of Work*”).

C. Representations of Contractor. The Contractor represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services that are set forth in the Scope of Work (“*Services*”).

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Contractor. SWALCO retains the Contractor to perform, and the Contractor agrees to perform, the Services pursuant to the terms and conditions of this Agreement.

B. Services. The Contractor shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Contractor shall be prepared to commence the Services immediately upon receipt of written notice from SWALCO that this Agreement has been fully executed by the Parties (“*Commencement Date*”). After the Commencement Date, the Contractor shall diligently and continuously prosecute the Services as

requested or directed by SWALCO until the completion of the Services or the termination of this Agreement (“*Time of Performance*”).

D. Reporting. The Contractor shall regularly report to SWALCO, or their designee, regarding the progress of the Services during the term of this Agreement. Reports shall be submitted at such times, and in such form, as SWALCO may reasonably request from time to time.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount; Amendment to Fees. The Contractor shall be paid for the Services as provided in **Exhibit A** (“*Schedule of Fees*”). Time-based charges for all personnel performing Services under this Agreement shall be based on the hourly rates set forth in the Schedule of Fees. Any changes to the Schedule of Fees shall be valid only upon written amendment of this Agreement. SWALCO will not be liable for the payment of any amounts billed or costs incurred by the Contractor that exceed an applicable Maximum Cost, except upon prior written authorization of SWALCO.

B. Invoices and Payment. The Contractor shall submit invoices to SWALCO in a format as requested by SWALCO for those portions of the Services performed and completed by the Contractor, along with any supporting documentation required by SWALCO. The amount billed in each invoice for the Services shall be based on the method of payment and rates set forth in the Schedule of Fees, subject to any applicable Maximum Cost. SWALCO shall pay to the Contractor the amount billed within 60 days after receiving such an invoice provided all required documentation is received and approved.

C. Records. The Contractor shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of SWALCO to inspect and audit all data and records of the Contractor for work done under the Agreement. All such data and records shall be made available to SWALCO upon request at reasonable times during the Agreement period, and for two years after the termination of the Agreement.

D. Taxes, Benefits, and Royalties. Each payment by SWALCO to the Contractor includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Contractor.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel shall be responsible for oversight of the Contractor’s performance of the Services as provided in this Agreement. This shall include ensuring that all Services are executed diligently, correctly, and efficiently and that the Contractor’s performance of the Services meets all performance standards of this Agreement. The Key Project Personnel shall not be changed without SWALCO’s prior written approval.

B. Availability of Personnel. The Contractor shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Contractor shall notify SWALCO as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Contractor shall have no claim for damages and shall not bill SWACLO for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by SWALCO in writing. All subcontractors and subcontracts used by the Contractor shall be acceptable to and approved in advance by SWALCO. SWALCO's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all the provisions of this Agreement in the same manner as if performed by employees of the Contractor. For purposes of this Agreement, the term "Contractor" shall be deemed also to refer to all subcontractors of the Contractor, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to SWALCO and consistent with commonly accepted professional standards and practices, the Contractor shall immediately upon notice from SWALCO remove and replace such personnel or subcontractor. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "*Confidential Information*" shall mean information in the possession or under the control of SWALCO relating to the technical, business, or corporate affairs of SWALCO; SWALCO property; user information, including, without limitation, any information pertaining to usage of SWALCO's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. SWALCO Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than SWALCO prior to the time of disclosure of said information to the Contractor under this Agreement ("*Time of Disclosure*"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or SWALCO; or (4) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to SWALCO to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Contractor. The Contractor acknowledges that it shall, in performing the Services for SWALCO under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of SWALCO. The Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Indemnification.

1. The Contractor agrees, to the fullest extent permitted by law, to indemnify, hold harmless, and defend SWALCO and its officers, officials, employees, agents, and attorneys against all damages, liabilities, claims, losses, expenses, and costs, including reasonable attorneys' fees and defense costs that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Services or any part thereof (including, where applicable and without limitation, review of plans and other technical documents as well as construction inspection services), or any other of its obligations under this Agreement, including any failure to meet the representations and certifications set forth in the Agreement, except as may be caused by the SWALCO's sole negligence.

2. SWALCO agrees, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Contractor, its officers, directors, employees and agents against all damages, liabilities, claims, losses, expenses, and costs, including reasonable attorneys' fees and defense costs that may arise, or be alleged to have arisen, out of or in connection with SWALCO's performance of, or failure to perform, its obligations under this Agreement, except to the extent caused by the Contractor's negligence.

3. In the event that a dispute arises in connection with the Contractor's authority or responsibility for interpreting or construing documents in connection with the performance of the Services, then the Contractor shall indemnify and hold harmless SWALCO for all costs (including reasonable attorneys' fees and defense costs) that SWALCO may incur in connection with such dispute.

B. Insurance. Contractor shall provide certificates of insurance and, if specified by SWALCO, copies of policies evidencing that Contractor has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Exhibit A. within ten (10) days following SWALCO's acceptance of this Agreement. Such policies shall be in a form, and from companies, acceptable to SWALCO to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of the Contractor's performance of the Services. Such policies shall name SWALCO and the Village of Grayslake as an additional insured and cancellation notice recipient, including without limitation naming SWALCO and the Village of Grayslake as an additional insured for the Contractor's Comprehensive General Liability and Comprehensive Motor Vehicle Liability

coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to SWALCO. In the event of any such cancellation or non-renewal, Contractor shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change or modification of coverage, Contractor shall notify SWALCO within thirty (30) days after Contractor receives such notice of such change. The insurance coverages and limits set forth in Exhibit B. shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Agreement. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. Contractor shall, prior to and at all times while providing, performing, or completing work for SWALCO, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless SWALCO and the Village of Grayslake as required by this Agreement, including but not limited to the insurance coverages specified in Exhibit B. Contractor shall also provide SWALCO and the Village of Grayslake with a copy of the actual additional insured endorsement demonstrating that SWALCO and the Village of Grayslake is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured. The minimum insurance coverages and limits set forth in Exhibit B shall be maintained at all times while providing, performing, or completing the Services. Contractor and a representative of Contractor's insurer must execute the certification of insurance coverage attached as Exhibit C. before Contractor commences performance of the Services.

C. Subcontractor Insurance. Unless otherwise provided in the Exhibit A, Contractor shall not allow any subcontractor to commence or continue any part of the Services until and unless such subcontractor provides and has in force comprehensive general liability insurance coverage equal to \$1,000,000 or the amount of its subcontract, whichever is greater, and workers' compensation and employer's liability and comprehensive motor vehicle liability insurance coverages equal to those required of Contractor by this Agreement.

D. No Personal Liability. No elected or appointed official or employee of SWALCO and the Village of Grayslake shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement.

SECTION 7. CONTRACTOR AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between SWALCO and Contractor; or (2) to create any relationship between SWALCO and any subcontractor of the Contractor.

B. Conflict of Interest. The Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed SWALCO official, employee, or agent has a personal financial interest in the business of the Contractor or this Agreement or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement neither

the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to SWALCO prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to SWALCO for all loss or damage that the Village may suffer, and this Agreement shall, at SWALCO's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, SWALCO may terminate this Agreement at any time upon 15 days prior written notice to the Contractor and may cancel any Services upon 5 days prior written notice to the Contractor. In the event that this Agreement or any Services are so terminated or cancelled, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination or cancellation, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in Exhibit A, subject to the terms of any applicable or Maximum Cost.

E. Compliance with Laws and Grants. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation: any applicable prevailing wage laws, including the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; the Fair Labor Standards Act; any statutes regarding qualification to do business, any statutes prohibiting discrimination because of, or requiring affirmative action based on race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*; any statutes requiring preference to laborers of specified classes; and the Illinois Steel Products Procurement Act, 30 ILCS 565/1 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by SWALCO or Contractor with respect to this Agreement or the Services.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Agreement, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Agreement in accordance with the Act. The established prevailing wage

rates are available at www.state.il.us/agency/idol/rates.HTM. If the Contractor determines the Prevailing Wage Act is applicable to the Services, or any portion thereof, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Agreement shall be at the expense of the Contractor and not at the expense of SWALCO. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Services and (ii) defend and indemnify SWALCO against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

Contractor shall be solely liable for any fines or civil penalties or other costs that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors', performance of or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Contractor's receipt of written notice of such Event of Default from SWALCO, then SWALCO shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Contractor.** SWALCO may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement.

2. **Termination of Agreement by SWALCO.** SWALCO may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination or cancellation.

3. **Withholding of Payment by SWALCO.** SWALCO may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by SWALCO as the result of any Event of Default by the Contractor or as a result of actions taken by SWALCO in response to any Event of Default by the Contractor.

G. Mutual Cooperation. SWALCO agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor

with such non-confidential information that SWALCO may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with SWALCO in the performance of and the completion of the Services and with any other contractors engaged by SWALCO.

H. News Releases. The Contractor shall not issue any news releases or other public statements regarding the Services without prior approval from SWALCO.

I. Records; Ownership.

1. Contractor agrees to maintain records, documents, and project files relating to the Services, including, but not limited to, designs, drawings, plans, specifications, photos, reports, information, electronic data and files, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be performed under this Agreement (collectively, "**Documents**"). All Documents shall be and remain the exclusive property of SWALCO.

2. At SWALCO's request, or upon termination of this Agreement, the Contractor shall cause all Documents to be promptly delivered to the SWALCO. Additionally, upon completion of any Services the Contractor shall promptly deliver to SWALCO all Documents relating to such Services.

3. Upon request by SWALCO, Contractor shall produce any and all Documents that are responsive to a request received by SWALCO under the Freedom of Information Act, 5 ILCS 140/1 et seq., ("FOIA") so that SWALCO may provide such Documents to those requesting them within the time frames required by law. If additional time is necessary to compile Documents in response to a FOIA request, then Contractor shall so notify SWALCO and, if permitted by applicable law, SWALCO shall request an extension in accordance with the Act. In the event that SWALCO is found to have not complied with the FOIA based upon Contractor's failure to produce Documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold SWALCO harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by SWALCO or by the Contractor without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to SWALCO shall be addressed to, and delivered at, the following address:

Executive Director
SWALCO 1311 Estes St.
Gurnee, IL 60031

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

eWorks ESI
1201 Estes Street
Elk Grove Village, IL 60007
Attention: Jeffery Stagg

E. Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against either party as this Agreement has been entered into for the sole benefit of the parties.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. **SWALCO.** SWALCO hereby warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Contractor.** The Contractor hereby warrants and represents to SWALCO that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

L. Waiver. Neither SWALCO nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of SWALCO or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect SWALCO's or the Contractor's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibit A. is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ATTEST:

By: _____
Executive

**SOLID WASTE AGENCY OF LAKE
COUNTY, ILLINOIS**

By: _____
Chairman

ATTEST:

By: _____

CONSULTANT

By: _____
Contractor

EXHIBIT A
SERVICES PROPOSAL

1. Purpose

The purpose of the RFP is to select a qualified Contractor to provide site labor services at SWALCO Residential Electronics Collection sites.

2. Overview/Objectives

The Solid Waste Agency of Lake County (SWALCO), seeks a qualified Contractor to provide site labor services to the Residential Electronics Collection sites that SWALCO operates in accordance with the Illinois Consumer Electronics Recycling Act (CERA). The current collection sites operate on both public and private owned property. Operation and supervision of these sites is jointly coordinated by the management of the individual sites and SWALCO.

Respondents must know and understand the Collector Responsibilities outlined in CERA and be able to coordinate staffing at the sites in accordance with Section 1.45 of the Act.

3. SWALCO Background

SWALCO has been coordinating Residential Electronics Collections within Lake County since 2000. Over the year the program has changed significantly. Today the program operates under terms of CERA. For the 2019 program year there are a total of 4 public year-round collection locations. An outline of these locations is provided in Table 1 below. **For the purpose of this proposal, site labor assistance is being requested for only the Village of Grayslake Recycling Center site at this time.**

Table 1, 2019 Lake County CERA Collections Sites

Name of Site	Operated By	Times Open to Public	Address of Site	Pounds of electronics collected in 2018	Estimated # of CRT Devices Collected
Village of Grayslake Recycling Center	Village of Grayslake Public Works	Mon- Fri 8am to 3pm, Sat 8am to Noon.	585 Berry Ave., Grayslake	1,063,072	8,505
Grant Township Highway Department	Grant Township Highway Department	Mon – Fri 8am to 3pm.	26535 Molidor Rd., Ingleside	611,884	4,895
Prairieland Disposal	Prairieland Disposal	Mon – Fri 8am to 3pm, Sat 8am to Noon.	21988 N. Pepper Rd., Lake Barrington	332,756	2,662
City of Highland Park Recycling Center	City of Highland Park Public Works	Every Tuesday 7 am to 1 pm, first Saturday of the month 7 am to 1 pm.	1180 Half day Rd., Highland Park	326,008	2,608

4. Scope of Service

The proposer will provide collection site labor service to the Village of Grayslake Recycling Center site location during the specified operating hours. SWALCO may at any time determine to increase the scope to include other collection sites as specified in Table 1. The number of hours stipulated may be reduced or modified with the consent of the proposer.

The Village of Grayslake Public Works Department staff will provide assistance with the use of power equipment (Bobcat truck with pallet forks) to stage stacks of pallets and boxes in the drop off area so that the contract labor can assemble and fill them with the collected electronic material.

Contract labor will assist the Village of Grayslake Public Works Department staff with the transfer of collected materials from the drop off site to a designated staging area(s) prior to Village staff loading collected materials onto a truck for transport off site.

The Village of Grayslake Public Works Department staff may direct the contract labor to assist with other general site maintenance including but not limited to the pickup and disposal of trash and other non-recyclable materials, and the pairing of shoes delivered to the designated shoe recycling drop off area.

Proposal's for collection site labor service shall detail the cost per hour per worker.

The Contractor is expected provide Workers Compensation and Employees Liability Insurance for each site worker. All responses to this RFP shall include a copy of the contractor's certificates of insurance and workers compensation coverage. All certificates of insurance and workers compensation coverage documents shall name both SWALCO and the Village of Grayslake as additionally insured parties.

4.1 Site Labor Tasks

Proposer's quote shall address the following related tasks related to work requirements:

- a. Include an explanation as to how the proposer would identify the number of staffing needed for collection, sorting and packaging at the collection site; proposer should understand that staffing can vary based operating hours of the site. Provide the necessary number of laborers for a maximum of 40 hours per week on a rotating schedule to accommodate Saturday's so that labor is on site at a minimum of 4 hours per day but not to exceed 8 hours per day;
- b. Agree to sort and packaging of the accepted electronics in accordance with the Packaging Guidelines specified in Appendix A., utilizing the supplies provided by the site;

4.2 Additional Site Labor Tasks

In addition to the general labor to collect, sort and load electronic materials, contract labor will be required to assist with the following additional tasks

- a. Agree to assist site management with other general site maintenance including but not limited to the pickup and disposal or recycling of any materials derived from the collection activities that are not acceptable residential electronics and the pairing of shoes that are delivered to the designated shoe recycling drop off area of the Village of Grayslake Recycling Center;
- b. Communicate with customers as needed specific site guidelines (as provided by SWALCO and Village of Grayslake staff) to deter drop-off of unacceptable materials;

- c. Secure the materials dropped off at the Recycling Center to deter scavenging;
- d. Work in a safe manner for staff and customers.

5. Submission of Qualifications and Key Personnel

The proposer should include the following relative to their qualifications:

- a. The ideal Contractor would have operated electronics collections for a minimum of two years and provide an explanation of said services.
- b. The proposer must identify the key personnel and their experience/qualifications. All key personnel must be committed to the program without competing priorities.

6. Selection Process of Contract

- a. SWALCO will review the submittals and will enter into contract discussions with the lowest qualified proposer and enter into a Professional Services Agreement with the successful proposer. (see Appendix B).
- b. SWALCO will be entering into a separate Intergovernmental Agreement with the Village of Grayslake which will be assisting with funding and oversight of the contractor.
- c. The anticipated start date of this contract is October 28, 2019.
- d. The initial contract term will be two years, with three 1-year renewal options.

EXHIBIT B
INSURANCE COVERAGES

Coverage	Limits of Liability
Worker's Compensation	Statutory
General Liability	\$1,000,000 Each Occurrence (bodily injury and property damage) \$2,000,000 General Aggregate
Products and Completed Operations Aggregate	\$2,000,000
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 each claim \$2,000,000 Aggregate
Excess/Umbrella Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate

No insurance policy described herein shall have a deductible in excess of \$10,000

STATE OF ILLINOIS }
} SS
COUNTY OF LAKE }

EXHIBIT C

CERTIFICATIONS OF INSURANCE COVERAGE

eWork Electronics Services, Inc., as Contractor, and Alyson Strunck, as representative of Contractor's insurer NFP Property & Casualty Services, Inc. ("Contractor's Insurer"), being first duly sworn on oath, depose and state that all statements herein made are made on behalf of Contractor and its insurer, that the deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor and Contractor's Insurer depose, state, and certify that Contractor has obtained insurance coverage as required pursuant to Section 6.B of that certain Professional Services Agreement between Contractor and SWALCO dated December 19, 2019 ("Agreement") and provided certificates of insurance evidencing the minimum insurance coverages and limits set forth in Exhibit C to the Agreement as required pursuant to Section 6.B of the Agreement.

Dated this _____ day of _____, 20____.

Attest/Witness

CONTRACTOR

By:

By:

Title:

Title:

Subscribed and sworn to before me
this day of , 20

My Commission Expires:

Notary Public SEAL

Attest/Witness

CONTRACTOR'S INSURER

By:

By:

Title:

Title:

Subscribed and sworn to before me
this day of , 20 .

My Commission Expires:

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF GRAYSLAKE AND THE SOLID WASTE AGENCY
OF LAKE COUNTY, ILLINOIS REGARDING
ELECTRONICS COLLECTION SITE LABOR SERVICES

THIS AGREEMENT entered into this ____ day of _____, 2019, by and between the Village of Grayslake, Illinois ("VILLAGE") and the Solid Waste Agency of Lake County, Illinois (AGENCY).

WITNESSETH:

WHEREAS, the VILLAGE is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, the AGENCY is a municipal corporation and public body politic and corporate of the State of Illinois which was created by Intergovernmental Agreement pursuant to Section 3.2 of the Intergovernmental Cooperation Act, 4 ILCS 220/3.2 and Article VII, Section 10 of the 1970 Constitution of the State of Illinois; and

WHEREAS, one of the purposes of the AGENCY is to implement the Lake County Solid Waste Management Plan (PLAN) as adopted by the Lake County Board on September 12, 1989 and amended from time to time thereafter; and

WHEREAS, the AGENCY is authorized by the Intergovernmental Cooperation Act to plan, construct, reconstruct, acquire, own, lease, equip, extend, improve, manage, operate, maintain, repair, close and finance waste projects; and

WHEREAS, the Electronic Products Recycling and Reuse Act (EPRRA) became the law of the State of Illinois in September 2008 (Public Act 095-0959); and

WHEREAS, in August 2017 EEPRA was replaced with the Consumer Electronics Recycling Act Public (CERA Public Act 100-433) which established a statewide system for recycling and/or reusing computers, monitors, televisions, and printers discarded from residences by requiring electronic manufacturers and retailers to participate in the management of discarded and unwanted electronic products; and

WHEREAS, the AGENCY maintains a residential electronics recycling and processing contract with a qualified electronics recycling and processing contractor ("the Contractor") in accordance with the CERA; and

WHEREAS, the AGENCY and the VILLAGE entered into an Intergovernmental Agreement on May 17, 2011 to provide a residential electronics program at the VILLAGE Recycling Center, and

WHEREAS, the AGENCY and the VILLAGE have agreed to secure a qualified Contractor to provide labor services to sort and package the residential electronics that are dropped off at the VILLAGE Recycling Center; and

WHEREAS, the VILLAGE has agreed to reimburse the AGENCY for the cost of the Electronics Collection Site Labor Services not to exceed \$30,000 per year, and

WHEREAS, SWALCO developed and solicited a Request For Proposal (RFP) for Electronics Collection Site Labor Services; and

WHEREAS, SWALCO has selected a qualified RPF respondent and has entered into a Contract with the Contractor.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the parties as follows:

SECTION 1. Incorporation of Recitals. The parties agree that the recitals have been incorporated by reference into the text of the Agreement as if fully set forth herein.

SECTION 2. Definitions.

“Contract” means the Contract entered between the Agency and the Contractor attached hereto and marked as Exhibit 1.

“Village of Grayslake Recycling Center” mean the community recycling center located 585 Berry Avenue, Grayslake, Illinois 60030.

SECTION 3. AGENCY Responsibilities:

- A. Maintain a Contract with a Contractor to provide Electronics Collection Site Labor Services to sort and package residential electronics at the Village of Grayslake Recycling Center.
- B. Coordinate with the VILLAGE and provide technical advice/assistance and support to the VILLAGE in determining the most efficient use of the Contractor services.
- C. Provide payment to the Contractor for their services at the Village of Grayslake Recycling Center
- D. Provide a detailed invoice to the VILLAGE on a monthly basis for the Contractor charges.
- E. Indemnify, and hold harmless the VILLAGE, and their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees and defend the indemnified parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the AGENCY's employees, agents, independent contractors, including the Contractor officers, members or any person or entity performing services on behalf of the AGENCY. The AGENCY is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The AGENCY's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

SECTION 4. VILLAGE Responsibilities:

- A. Provide a point of contact to the AGENCY and Contractor so they may best coordinate with the VILLAGE the tasks to be completed at the Village of Grayslake Recycling Center.
- B. Coordinate with the AGENCY and provide technical advice/assistance and support to the AGENCY in determining the most efficient use of the Contractor services.
- C. Provide payment to the AGENCY for the services provided by the Contractor as invoiced to the VILLAGE by SWALCO.
- D. Indemnify, and hold harmless the AGENCY, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the VILLAGE employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the VILLAGE. The VILLAGE is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The VILLAGE aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person. The VILLAGE in no way takes or claims ownership or accepts liability for the residential electronics accepted, transported and delivered to at the host site or transported and delivered to the Contractor, processed, refurbished, recycled or disposed by the Contractor.

SECTION 5. Term. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect. This agreement may be terminated by thirty (30) days written notice by either party.

SECTION 6. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

SECTION 7. Waiver. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

SECTION 8. Captions. The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

SECTION 9. Notices. Notices to the parties shall be in writing and delivered by personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to the Agency:

Executive Director
Solid Waste Agency of Lake County
1311 North Estes Street
Gurnee, IL 60031
Fax Number (847) 336-9374

If to the Village:

Village Manager
Village of Grayslake
10 S. Seymour Avenue
Grayslake, Illinois 60030

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

**SOLID WASTE AGENCY OF
LAKE COUNTY, ILLINOIS**

By _____
Chairman of the Board of Directors

**VILLAGE OF GRAYSLAKE
LAKE COUNTY, ILLINOIS**

By _____
Title:

Attest:

By _____
Secretary

By _____
Title

EXHIBIT 1

CONTRACT BEWTEEN SWALCO AND eWorks Electronics Services, Inc.

SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** is dated as of the 19th day of December, 2019 ("*Agreement*"), and is by and between the **SOLID WASTE AGENCY OF LAKE COUNTY, ("SWALCO")** and the Contractor identified in Section 1A. of this Agreement each of which shall hereinafter be referred to individually as a "Party" and collectively as "the Parties".

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, the Parties agree as follows:

SECTION 1. CONTRACTOR.

A. Engagement of Contractor. The Agency desires to engage the Contractor identified below to perform and to provide all necessary services to perform the work in connection with the project identified below:

Contractor Name ("Contractor"): eWorks Electronics Services, Inc.

Address: 1201 Estes St.
Elk Grove Village, IL 60007

Telephone No.: (847) 276-8894

Email: jstagg@eworksesi.org

Project Name/Description ("Project"): Electronics Collection Site Labor Services

B. Project Description. Contractor shall provide services to SWALCO, as more fully described in the Scope of Work attached to the Agreement as Exhibit A. ("Scope of Work").

C. Representations of Contractor. The Contractor represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services that are set forth in the Scope of Work ("Services").

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Contractor. SWALCO retains the Contractor to perform, and the Contractor agrees to perform, the Services pursuant to the terms and conditions of this Agreement.

B. Services. The Contractor shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Contractor shall be prepared to commence the Services immediately upon receipt of written notice from SWALCO that this Agreement has been fully executed by the Parties (“***Commencement Date***”). After the Commencement Date, the Contractor shall diligently and continuously prosecute the Services as requested or directed by SWALCO until the completion of the Services or the termination of this Agreement (“***Time of Performance***”).

D. Reporting. The Contractor shall regularly report to SWALCO, or their designee, regarding the progress of the Services during the term of this Agreement. Reports shall be submitted at such times, and in such form, as SWALCO may reasonably request from time to time.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount; Amendment to Fees. The Contractor shall be paid for the Services as provided in **Exhibit A** (“***Schedule of Fees***”). Time-based charges for all personnel performing Services under this Agreement shall be based on the hourly rates set forth in the Schedule of Fees. Any changes to the Schedule of Fees shall be valid only upon written amendment of this Agreement. SWALCO will not be liable for the payment of any amounts billed or costs incurred by the Contractor that exceed an applicable Maximum Cost, except upon prior written authorization of SWALCO.

B. Invoices and Payment. The Contractor shall submit invoices to SWALCO in a format as requested by SWALCO for those portions of the Services performed and completed by the Contractor, along with any supporting documentation required by SWALCO. The amount billed in each invoice for the Services shall be based on the method of payment and rates set forth in the Schedule of Fees, subject to any applicable Maximum Cost. SWALCO shall pay to the Contractor the amount billed within 60 days after receiving such an invoice provided all required documentation is received and approved.

C. Records. The Contractor shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of SWALCO to inspect and audit all data and records of the Contractor for work done under the Agreement. All such data and records shall be made available to SWALCO upon request at reasonable times during the Agreement period, and for two years after the termination of the Agreement.

D. Taxes, Benefits, and Royalties. Each payment by SWALCO to the Contractor includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Contractor.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel shall be responsible for oversight of the Contractor's performance of the Services as provided in this Agreement. This shall include ensuring that all Services are executed diligently, correctly, and efficiently and that the Contractor's performance of the Services meets all performance standards of this Agreement. The Key Project Personnel shall not be changed without SWALCO's prior written approval.

B. Availability of Personnel. The Contractor shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Contractor shall notify SWALCO as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Contractor shall have no claim for damages and shall not bill SWACLO for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by SWALCO in writing. All subcontractors and subcontracts used by the Contractor shall be acceptable to and approved in advance by SWALCO. SWALCO's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all the provisions of this Agreement in the same manner as if performed by employees of the Contractor. For purposes of this Agreement, the term "Contractor" shall be deemed also to refer to all subcontractors of the Contractor, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to SWALCO and consistent with commonly accepted professional standards and practices, the Contractor shall immediately upon notice from SWALCO remove and replace such personnel or subcontractor. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "*Confidential Information*" shall mean information in the possession or under the control of SWALCO relating to the technical, business, or corporate affairs of SWALCO; SWALCO property; user information, including, without limitation, any information pertaining to usage of SWALCO's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. SWALCO Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than SWALCO prior to the time of disclosure of said information to the

Contractor under this Agreement (“*Time of Disclosure*”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or SWALCO; or (4) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to SWALCO to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Contractor. The Contractor acknowledges that it shall, in performing the Services for SWALCO under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of SWALCO. The Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Indemnification.

1. The Contractor agrees, to the fullest extent permitted by law, to indemnify, hold harmless, and defend SWALCO and its officers, officials, employees, agents, and attorneys against all damages, liabilities, claims, losses, expenses, and costs, including reasonable attorneys’ fees and defense costs that may arise, or be alleged to have arisen, out of or in connection with the Contractor’s performance of, or failure to perform, the Services or any part thereof (including, where applicable and without limitation, review of plans and other technical documents as well as construction inspection services), or any other of its obligations under this Agreement, including any failure to meet the representations and certifications set forth in the Agreement, except as may be caused by the SWALCO’s sole negligence.

2. SWALCO agrees, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Contractor, its officers, directors, employees and agents against all damages, liabilities, claims, losses, expenses, and costs, including reasonable attorneys’ fees and defense costs that may arise, or be alleged to have arisen, out of or in connection with SWALCO’s performance of, or failure to perform, its obligations under this Agreement, except to the extent caused by the Contractor’s negligence.

3. In the event that a dispute arises in connection with the Contractor’s authority or responsibility for interpreting or construing documents in connection with the performance of the Services, then the Contractor shall indemnify and hold harmless SWALCO for all costs (including reasonable attorneys’ fees and defense costs) that SWALCO may incur in connection with such dispute.

B. Insurance. Contractor shall provide certificates of insurance and, if specified by SWALCO, copies of policies evidencing that Contractor has obtained and will maintain insurance

coverage and policies providing no less than the minimum insurance coverages and limits set forth in Exhibit A. within ten (10) days following SWALCO's acceptance of this Agreement. Such policies shall be in a form, and from companies, acceptable to SWALCO to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of the Contractor's performance of the Services. Such policies shall name SWALCO and the Village of Grayslake as an additional insured and cancellation notice recipient, including without limitation naming SWALCO and the Village of Grayslake as an additional insured for the Contractor's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to SWALCO. In the event of any such cancellation or non-renewal, Contractor shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change or modification of coverage, Contractor shall notify SWALCO within thirty (30) days after Contractor receives such notice of such change. The insurance coverages and limits set forth in Exhibit B. shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Agreement. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. Contractor shall, prior to and at all times while providing, performing, or completing work for SWALCO, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless SWALCO and the Village of Grayslake as required by this Agreement, including but not limited to the insurance coverages specified in Exhibit B. Contractor shall also provide SWALCO and the Village of Grayslake with a copy of the actual additional insured endorsement demonstrating that SWALCO and the Village of Grayslake is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured. The minimum insurance coverages and limits set forth in Exhibit B shall be maintained at all times while providing, performing, or completing the Services. Contractor and a representative of Contractor's insurer must execute the certification of insurance coverage attached as Exhibit C. before Contractor commences performance of the Services.

C. Subcontractor Insurance. Unless otherwise provided in the Exhibit A, Contractor shall not allow any subcontractor to commence or continue any part of the Services until and unless such subcontractor provides and has in force comprehensive general liability insurance coverage equal to \$1,000,000 or the amount of its subcontract, whichever is greater, and workers' compensation and employer's liability and comprehensive motor vehicle liability insurance coverages equal to those required of Contractor by this Agreement.

D. No Personal Liability. No elected or appointed official or employee of SWALCO and the Village of Grayslake shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement.

SECTION 7. CONTRACTOR AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be

construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between SWALCO and Contractor; or (2) to create any relationship between SWALCO and any subcontractor of the Contractor.

B. Conflict of Interest. The Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed SWALCO official, employee, or agent has a personal financial interest in the business of the Contractor or this Agreement or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to SWALCO prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to SWALCO for all loss or damage that the Village may suffer, and this Agreement shall, at SWALCO's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, SWALCO may terminate this Agreement at any time upon 15 days prior written notice to the Contractor and may cancel any Services upon 5 days prior written notice to the Contractor. In the event that this Agreement or any Services are so terminated or cancelled, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination or cancellation, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in Exhibit A, subject to the terms of any applicable or Maximum Cost.

E. Compliance with Laws and Grants. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation: any applicable prevailing wage laws, including the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; the Fair Labor Standards Act; any statutes regarding qualification to do business, any statutes prohibiting discrimination because of, or requiring affirmative action based on race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation the

Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; any statutes requiring preference to laborers of specified classes; and the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by SWALCO or Contractor with respect to this Agreement or the Services.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) (Act) applies to this Agreement, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Agreement in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the Contractor determines the Prevailing Wage Act is applicable to the Services, or any portion thereof, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Agreement shall be at the expense of the Contractor and not at the expense of SWALCO. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Services and (ii) defend and indemnify SWALCO against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

Contractor shall be solely liable for any fines or civil penalties or other costs that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors', performance of or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Contractor's receipt of written notice of such Event of Default from SWALCO, then SWALCO shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Contractor.** SWALCO may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement.

2. **Termination of Agreement by SWALCO.** SWALCO may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination or cancellation.

3. **Withholding of Payment by SWALCO.** SWALCO may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by SWALCO as the result of any Event of Default by the Contractor or as a result of actions taken by SWALCO in response to any Event of Default by the Contractor.

G. Mutual Cooperation. SWALCO agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with such non-confidential information that SWALCO may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with SWALCO in the performance of and the completion of the Services and with any other contractors engaged by SWALCO.

H. News Releases. The Contractor shall not issue any news releases or other public statements regarding the Services without prior approval from SWALCO.

I. Records; Ownership.

1. Contractor agrees to maintain records, documents, and project files relating to the Services, including, but not limited to, designs, drawings, plans, specifications, photos, reports, information, electronic data and files, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be performed under this Agreement (collectively, "**Documents**"). All Documents shall be and remain the exclusive property of SWALCO.

2. At SWALCO's request, or upon termination of this Agreement, the Contractor shall cause all Documents to be promptly delivered to the SWALCO. Additionally, upon completion of any Services the Contractor shall promptly deliver to SWALCO all Documents relating to such Services.

3. Upon request by SWALCO, Contractor shall produce any and all Documents that are responsive to a request received by SWALCO under the Freedom of Information Act, 5 ILCS 140/1 et seq., ("FOIA") so that SWALCO may provide such Documents to those requesting them within the time frames required by law. If additional time is necessary to compile Documents in response to a FOIA request, then Contractor shall so notify SWALCO and, if permitted by applicable law, SWALCO shall request an extension in accordance with the Act. In the event that SWALCO is found to have not complied with the FOIA based upon Contractor's failure to produce Documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold SWALCO harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by SWALCO or by the Contractor without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to SWALCO shall be addressed to, and delivered at, the following address:

Executive Director
SWALCO 1311 Estes St.
Gurnee, IL 60031

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

eWorks ESI
1201 Estes Street
Elk Grove Village, IL 60007
Attention: Jeffery Stagg

E. Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against either party as this Agreement has been entered into for the sole benefit of the parties.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. **SWALCO.** SWALCO hereby warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Contractor.** The Contractor hereby warrants and represents to SWALCO that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

L. Waiver. Neither SWALCO nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of SWALCO or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect SWALCO's or the Contractor's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibit A. is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ATTEST:

SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS

By: _____
Chairman

By: _____
Executive

ATTEST:

E WORKS ELECTRONICS SERVICES, INC.

By: _____
Contractor

By: _____

EXHIBIT A
SERVICES PROPOSAL

1. Purpose

The purpose of the RFP is to select a qualified Contractor to provide site labor services at SWALCO Residential Electronics Collection sites.

2. Overview/Objectives

The Solid Waste Agency of Lake County (SWALCO), seeks a qualified Contractor to provide site labor services to the Residential Electronics Collection sites that SWALCO operates in accordance with the Illinois Consumer Electronics Recycling Act (CERA). The current collection sites operate on both public and private owned property. Operation and supervision of these sites is jointly coordinated by the management of the individual sites and SWALCO.

Respondents must know and understand the Collector Responsibilities outlined in CERA and be able to coordinate staffing at the sites in accordance with Section 1.45 of the Act.

3. SWALCO Background

SWALCO has been coordinating Residential Electronics Collections within Lake County since 2000. Over the year the program has changed significantly. Today the program operates under terms of CERA. For the 2019 program year there are a total of 4 public year-round collection locations. An outline of these locations is provided in Table 1 below. **For the purpose of this proposal, site labor assistance is being requested for only the Village of Grayslake Recycling Center site at this time.**

Table 1, 2019 Lake County CERA Collections Sites

Name of Site	Operated By	Times Open to Public	Address of Site	Pounds of electronics collected in 2018	Estimated # of CRT Devices Collected
Village of Grayslake Recycling Center	Village of Grayslake Public Works	Mon- Fri 8am to 3pm, Sat 8am to Noon.	585 Berry Ave., Grayslake	1,063,072	8,505
Grant Township Highway Department	Grant Township Highway Department	Mon – Fri 8am to 3pm.	26535 Molidor Rd., Ingleside	611,884	4,895
Prairieland Disposal	Prairieland Disposal	Mon – Fri 8am to 3pm, Sat 8am to Noon.	21988 N. Pepper Rd., Lake Barrington	332,756	2,662
City of Highland Park Recycling Center	City of Highland Park Public Works	Every Tuesday 7 am to 1 pm, first Saturday of the month 7 am to 1 pm.	1180 Half day Rd., Highland Park	326,008	2,608

4. Scope of Service

The proposer will provide collection site labor service to the Village of Grayslake Recycling Center site location during the specified operating hours. SWALCO may at any time determine to increase the scope to include other collection sites as specified in Table 1. The number of hours stipulated may be reduced or modified with the consent of the proposer.

The Village of Grayslake Public Works Department staff will provide assistance with the use of power equipment (Bobcat truck with pallet forks) to stage stacks of pallets and boxes in the drop off area so that the contract labor can assemble and fill them with the collected electronic material.

Contract labor will assist the Village of Grayslake Public Works Department staff with the transfer of collected materials from the drop off site to a designated staging area(s) prior to Village staff loading collected materials onto a truck for transport off site.

The Village of Grayslake Public Works Department staff may direct the contract labor to assist with other general site maintenance including but not limited to the pickup and disposal of trash and other non-recyclable materials, and the pairing of shoes delivered to the designated shoe recycling drop off area.

Proposal's for collection site labor service shall detail the cost per hour per worker.

The Contractor is expected provide Workers Compensation and Employees Liability Insurance for each site worker. All responses to this RFP shall include a copy of the contractor's certificates of insurance and workers compensation coverage. All certificates of insurance and workers compensation coverage documents shall name both SWALCO and the Village of Grayslake as additionally insured parties.

4.1 Site Labor Tasks

Proposer's quote shall address the following related tasks related to work requirements:

- a. Include an explanation as to how the proposer would identify the number of staffing needed for collection, sorting and packaging at the collection site; proposer should understand that staffing can vary based operating hours of the site. Provide the necessary number of laborers for a maximum of 40 hours per week on a rotating schedule to accommodate Saturday's so that labor is on site at a minimum of 4 hours per day but not to exceed 8 hours per day;
- b. Agree to sort and packaging of the accepted electronics in accordance with the Packaging Guidelines specified in Appendix A., utilizing the supplies provided by the site;

4.2 Additional Site Labor Tasks

In addition to the general labor to collect, sort and load electronic materials, contract labor will be required to assist with the following additional tasks

- a. Agree to assist site management with other general site maintenance including but not limited to the pickup and disposal or recycling of any materials derived from the collection activities that are not acceptable residential electronics and the pairing of shoes that are delivered to the designated shoe recycling drop off area of the Village of Grayslake Recycling Center;
- b. Communicate with customers as needed specific site guidelines (as provided by SWALCO and Village of Grayslake staff) to deter drop-off of unacceptable materials;

- c. Secure the materials dropped off at the Recycling Center to deter scavenging;
- d. Work in a safe manner for staff and customers.

5. Submission of Qualifications and Key Personnel

The proposer should include the following relative to their qualifications:

- a. The ideal Contractor would have operated electronics collections for a minimum of two years and provide an explanation of said services.
- b. The proposer must identify the key personnel and their experience/qualifications. All key personnel must be committed to the program without competing priorities.

6. Selection Process of Contract

- a. SWALCO will review the submittals and will enter into contract discussions with the lowest qualified proposer and enter into a Professional Services Agreement with the successful proposer. (see Appendix B).
- b. SWALCO will be entering into a separate Intergovernmental Agreement with the Village of Grayslake which will be assisting with funding and oversight of the contractor.
- c. The anticipated start date of this contract is October 28, 2019.
- d. The initial contract term will be two years, with three 1-year renewal options.

EXHIBIT B
INSURANCE COVERAGES

Coverage	Limits of Liability
Worker's Compensation	Statutory
General Liability	\$1,000,000 Each Occurrence (bodily injury and property damage) \$2,000,000 General Aggregate
Products and Completed Operations Aggregate	\$2,000,000
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 each claim \$2,000,000 Aggregate
Excess/Umbrella Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate

No insurance policy described herein shall have a deductible in excess of \$10,000

STATE OF ILLINOIS }
 } SS
COUNTY OF LAKE }

EXHIBIT C

CERTIFICATIONS OF INSURANCE COVERAGE

eWork Electronics Services, Inc., as Contractor, and Alyson Strunck, as representative of Contractor's insurer NFP Property & Casualty Services, Inc. ("Contractor's Insurer"), being first duly sworn on oath, depose and state that all statements herein made are made on behalf of Contractor and its insurer, that the deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor and Contractor's Insurer depose, state, and certify that Contractor has obtained insurance coverage as required pursuant to Section 6.B of that certain Professional Services Agreement between Contractor and SWALCO dated December 19, 2019 ("Agreement") and provided certificates of insurance evidencing the minimum insurance coverages and limits set forth in Exhibit C to the Agreement as required pursuant to Section 6.B of the Agreement.

Dated this _____ day of _____, 20____.

Attest/Witness

By: _____

Title: _____

CONTRACTOR

By: _____

Title: _____

Subscribed and sworn to before me
this _____ day of _____, 20____.

My Commission Expires:

Notary Public SEAL

Attest/Witness

By: _____

Title: _____

CONTRACTOR'S INSURER

By: _____

Title: _____

Subscribed and sworn to before me
this _____ day of _____, 20____.

My Commission Expires:

Notary Public SEAL

Memo to the Executive Committee

December 19, 2019

I – 2. Review of MRF Study Prepared by APTIM

BACKGROUND: On October 18, 2018 the SWALCO board approved a joint contract with the Solid Waste Agency of Northern Cook County to hire APTIM to conduct a study on material recovery facility (MRF) capacity in the Chicago region, processing costs and markets for recyclables. The purpose of the study was to ensure that SWALCO's and SWANCC's municipal members have a deeper understanding of the costs to process recyclables and the impact that down markets have on costs when they are in negotiations on hauling contracts. For most of the last 2 years the publicly traded waste companies have made it known they believe a new "business model" needs to be implemented for recycling programs and that most if not all the risk on commodities should be borne by households/municipalities.

APTIM prepared the enclosed report which contains a significant level of analysis on MRFs and processing costs. It also includes three options for SWALCO to consider (SWANCC has a provision in its transfer station operating contract that requires the operator to accept recyclables from SWANCC communities at no tip fee until 2031): 1) decentralized processing, 2) consolidated processing and 3) new MRF. At the meeting with the Executive Committee the focus of the discussion will be on the advantages and disadvantages of each option. Ultimately, the MRF study will be presented by APTIM to the Board of Directors at its January 16, 2020 meeting. The goal will be to make a decision on which option to pursue by the Board's March 19, 2020 meeting.

ENCLOSED DOCUMENTS: MRF and Recycling Markets Evaluation study by APTIM

STAFF: Walter Willis, Executive Director

I – 3. Project and Program Updates

BACKGROUND: The following are updates on several projects and programs we are currently working on:

1. Staff assisted Shields, Avon and Fremont townships issue and analyze request for proposals for a single hauler. Shield selected Lakeshore and its program began on December 1, 2019, Avon selected Lakes Disposal and its program began on October 1, 2019, and Fremont Township is still in negotiations with an expected start date of April 1, 2020. All three RFPs were successful, bringing down rates and providing more services to the townships and their residents. All the recycling carts have the new SWALCO approved recycling guidelines on the cart lid, and Avon Township opted for a third cart for organics year-round (the composting cart also has a sticker on the lid on the do's and don'ts of composting).
2. Grayslake became the fourth municipality in Lake County to have year-round organics composting on an opt in basis (much like North Barrington's program, whereas Lake Bluff and Highwood bundle the third cart for composting into the base rate, as did Avon Township). The program is under way and approximately 150 homes opted into the food scrap/organics service for an additional fee.
3. The Recycle by City website is up and running and was revealed on November 15th, America Recycles Day. Staff developed a video with Lake County Communications on how to use the new tool and will be releasing it after the holidays. Amy and Ivy will also be reaching out to members to be sure the members are linking back to the Recycle by City information and their own dedicated webpage on SWALCO's website. The goal is to have all members linking back to their page by the first quarter on 2020. Making sure Lake County residents can easily get to the information is key to it being utilized.
4. Pete and Ivy (along with Lake County's Americorp volunteer) began a second cart tagging program in Round Lake Beach. The village paid for a direct postcard mailer to each resident showing the recycling guidelines and a quick explanation about the upcoming recycling cart tagging program. There is more work to be done in the coming weeks, and other members are encouraged to conduct their own cart tagging programs next spring and summer. Lake County Communications shot video of the cart tagging and will be producing a video on what cart tagging is, and why we are doing it. This video will be used to educate residents as we move the cart tagging program to other towns.
5. On November 1, 2019 Walter attended a meeting with the Governor's office on the carpet legislation. The meeting was also attended by the companies that have committed to bringing jobs to IL if the bill is passed, including Aquafil, Circular Polymers and Rise Composite Technologies, and was held with the Governor's economic development staff. The intent is to continue to work toward passage of the bill in the 2020 session.
6. The Zion LF host agreement negotiations are currently on hold, an internal meeting was held by Lake County, Winthrop Harbor and Zion on November 26th. SWALCO will be reaching out to Advanced Disposal to restart the negotiations.
7. The Department of Justice continues its evaluation of WMI's acquisition of Advanced Disposal. We have been in contact with the City of Chicago regarding it sending a letter of concern to DOJ, the City has indicated it plans to do so.

ENCLOSED DOCUMENTS: None

STAFF: Walter Willis, Executive Director