

## Yard Waste Agreement

This AGREEMENT made this 3<sup>rd</sup> day of April, 2018, by and between the CITY OF MONMOUTH, ILLINOIS, is, hereinafter called "OWNER" and A & G Hauling, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements Hereinafter mentioned:

1. The CONTRACTOR will during the four (4) year Agreement Period of April 1, 2019 through March 31, 2022 pick-up yard waste within the Monmouth City Limits and transport it to the Monmouth Municipal Composting Site on the specified routes and routes as contained in Exhibit A, attached hereto and made a part hereof. Pickup will run from April 1<sup>st</sup> to November 30<sup>th</sup> with an option to run up to two (2) additional weeks at a cost of \$700/week.
2. The CONTRACTOR will furnish all of the labor, equipment, tools, supplies and services necessary to perform this Agreement.
3. The CONTRACTOR will furnish evidence of appropriate permits and liability insurance coverage. Said liability insurance coverage shall be comprehensive public liability insurance policy, issued by a reputable insurance company, licensed to transact business in the State of Illinois, with limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and death and not less than Three hundred Thousand Dollars (\$300,000.00) for property damage or One Million Dollars (\$1,000,000.00) combined single limit bodily injury, death and property damage protecting the OWNER and CONTRACTOR against liability for any accident, injury or damage on the premises or property.
4. The CONTRACTOR will indemnify and hold harmless the OWNER from all claims growing out of the lawful demands of laborers, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Agreement.
5. The CONTRACTOR will indemnify and hold harmless the OWNER, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is attributable to bodily injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of, the CONTRACTOR and anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
6. The CONTRACTOR will pay all sales, consumer, use, employment and other taxes required by the City of Monmouth, State of Illinois, or U.S. Government.
7. The CONTRACTOR will commence the work required by this Agreement on April 1, 2019.

8. The CONTRACTOR agrees to perform all of the work described in this Agreement and comply with the terms therein for the sum \$29,000 for 2019, \$29,500 for 2020, \$30,000 for 2021 and \$30,500 for 2022.

9. The OWNER will pay the CONTRACTOR the sum stated in paragraph 8 of this Agreement on a pro rata bi-weekly basis between April 1<sup>st</sup> to November 30<sup>th</sup> annually.

10. The OWNER will waive scheduled tipping fees for yard waste collected under this Agreement and received at the Municipal Composting Site.

11. This Agreement may be terminated by either party after thirty (30) days notice given in person or by Certified Mail to the CONTRACTOR at the address provided on the Bid form or the OWNER at 100 East Broadway, Monmouth, Illinois 61462.

12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

13. In the event of a breach in the terms and conditions of this Agreement, this Agreement may be terminated by either party upon service of a written notice upon the other party, stating the basis of the breach, including the date and type of the breach. For purposes of this Paragraph 13, service shall be the day the written notice is personally served on the other party or the date the written notice is mailed with the United States Postal Service, Certified Mail Return Receipt Requested.

14. The CONTRACTOR will obtain a current Tri-County Resource & Waste Management Council Waste Hauler's License.

In WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) copies, each of which shall be deemed original on the date first above written.


OWNER

CITY OF MONMOUTH

By: \_\_\_\_\_  
Rod Davies – Mayor

CONTRACTOR

A & G Hauling

By:   
Ashley Ward – Manager

ATTEST:

BY: \_\_\_\_\_  
Susan S. Trevor – City Clerk