

# VILLAGE OF LOMBARD

(Contract for Services)

## CONTRACT DOCUMENT NUMBER RE-07-1

This agreement is made this 17<sup>th</sup> day of August, 2006 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and United Recycling Industries, Inc., hereinafter referred to as (the "Contractor").

Witnesseth that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

### 2006 Electronics- Recycling Extravaganza

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Specification and Contract Document no. RE-07-1 for 2006 Electronics- Recycling Extravaganza, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Request for Proposals (RE-06-1) on Contract Document No. RE-07-1
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions and Blue Prints
    - vi) Bid Proposal Form
    - vii) Plans and Specifications and Specification Deviation Form
  - b. The Contractor's Bid Proposal Dated June 15, 2006
  - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the services which are the subject matter of this Contract the total sum not to exceed unit prices paid in

accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.

- 3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
- 4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
- 5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 17<sup>th</sup> day of August, 2006.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 9<sup>th</sup> day of SEPTEMBER, 2006.

Individual or Partnership \_\_\_\_\_ Corporation

[Signature] CFO

By [Signature] Position/Title

[Signature] VP-OPS

By \_\_\_\_\_ Position/Title

UNITED RECYCLING INDUSTRIES, INC.  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 17<sup>th</sup> day of August, 2006.

[Signature]

William J. Mueller  
Village President

Attest:

[Signature]

Brigitte O'Brien  
Village Clerk

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

United Recycling, (Name of Contractor) having submitted a bid on a contract (Name of Contractor) for electronics recycling (General description of item(s) bid on) to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 11<sup>th</sup>  
day of SEPTEMBER, 2006.

Irwin A. Kosofsky  
Notary Public



**Exhibit "B"**

**CONTRACTOR'S CERTIFICATION:**

**Sexual Harassment Policy**

United Recycling, having submitted a bid/proposal for  
electronics recycling, to the Village of Lombard, hereby certifies that said contractor  
has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 11<sup>th</sup>  
day of SEPTEMBER, 2006.

[Signature]  
Notary Public



Exhibit "C"

CONTRACTOR'S CERTIFICATION:

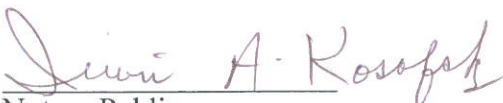
Illinois Department of Revenue - Tax Compliance

United Recycling having submitted a bid/proposal for electronics recycling  
to the Village of Lombard, hereby certifies that said contractor is not delinquent in the payment of any tax  
administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By:   
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 11<sup>th</sup>  
day of SEPTEMBER, 2006.

  
Notary Public

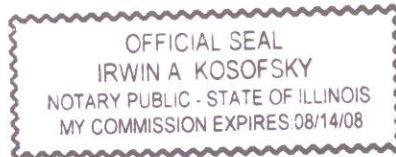


Exhibit "D"

CERTIFICATION OF CONTRACTOR c174E  
FHA Rules, 49 CFR 382

United Recycling hereby certifies that it is in full compliance with the  
[Company Name]  
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR  
382 et.seq., and that all employee drivers  
[name of employee/driver or "all employee drivers"]  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

UNITED RECYCLING INDUSTRIES, INC.

[Company Name]

By:

[Signature]

Its:

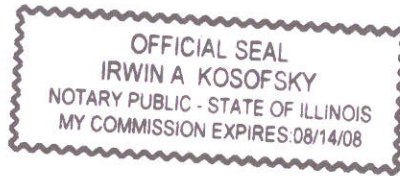
CFO

SUBSCRIBED AND SWORN TO

before me this day 11<sup>TH</sup>  
of SEPTEMBER, 2006.

[Signature]

NOTARY PUBLIC



**Exhibit "E"**

**ADDITIONAL INSURED ENDORSEMENT**

Name of Insurer:  
Named Insured:  
Policy Number:  
Policy Period:  
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

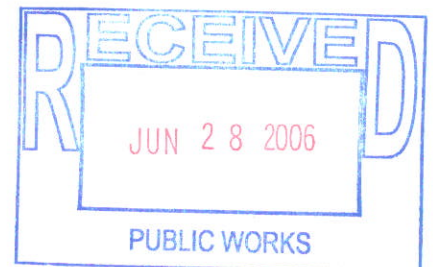
**PERFORMANCE REFERENCES**

All proposers shall supply three (3) performance references (current accounts), including names, addresses, telephone numbers and point of contact.

Company Name: .....: Solid Waste Agency of Northern Cook County  
Address .....: 1616 East Golf Road  
City & State.....: Des Plaines, IL  
Telephone Number.....: 847-724-9205  
Person To Contact.....: Mary Allen  
Title/Position.....: Recycling and Education Director

Company Name: .....: Kane County Recycling  
Address .....: 719 Batavia Avenue  
City & State.....: Geneva, IL  
Telephone Number.....: 630-208-3841  
Person To Contact.....: Gary Mielke  
Title/Position.....: Recycling Coordinator

Company Name: .....: St. Louis County Government  
Address .....: 7900 Carondelet  
City & State.....: St. Louis, MO  
Telephone Number.....: 314-615-4784  
Person To Contact.....: Laura Yates  
Title/Position.....: Environmental Department





**VILLAGE OF LOMBARD  
PROPOSAL**

Proposal for Contract Document Number RE-06-1. The proposer shall complete all information requested such as, but not limited to, Unit Prices, Estimated Volume, Estimated Total Cost and Estimated Total. We hereby agree to furnish to the Village of Lombard the **2006 ELECTRONICS- RECYCLING EXTRAVAGANZA** in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

<b>Description</b>	<b>Unit Price</b>	<b>Estimated Volume</b>	<b>Estimated Total Cost</b>
Basic Processing Service for Non-Monitor/ TV Equipment/Material	<u>22</u> cents per pound on gross weight collected		
Monitor/Terminal/TVs	<u>22</u> per <del>xxx</del> pound		
Batteries	<u>22</u> per pound		
Labor- On Site	<u>\$ 22.00</u> per person per hour	N/A	
Gaylord Boxes, Pallets, Shrink Wrap and Supplies	<u>N/A</u>		
Fork Lift Truck Delivery to Site	<u>\$500</u>		
Transportation	<u>\$430</u>		
Extras (specify)	<u>                    </u>		
	<u>                    </u>		
	<u>                    </u>		
	<u>                    </u>		
	<b>Estimate Total</b>		

Note: All proposal prices shall be shown F.O.B. destination Lombard, Illinois.

Is your proposal in compliance with specifications?: \_\_\_ Yes X No  
If answer is no, list deviations on the provided "Specification Deviation" Form.

Signed on this 15 day of June 2006, .

If an individual or partnership, all individual names of each partner shall be signed:

By.....: \_\_\_\_\_

Print Name .....: \_\_\_\_\_

Position/Title.....: \_\_\_\_\_

By.....: \_\_\_\_\_

Print Name .....: \_\_\_\_\_

Position/Title.....: \_\_\_\_\_

Company Name ...: \_\_\_\_\_

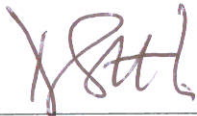
Address line 1 .....: \_\_\_\_\_

Address line 2 .....: \_\_\_\_\_

Telephone.....: \_\_\_\_\_

**If a corporation, an officer duly authorized should sign and attach corporate seal**

*PLACE CORPORATE SEAL HERE*

By.....:  \_\_\_\_\_

Print Name .....: Darrell Stoecklin

Position/Title.....: CFO

Company Name ...: United Recycling Industries, Inc.

Address line 1 .....: 1600 Harvester Road

Telephone.....: 630-261-6060

**VILLAGE OF LOMBARD  
SPECIFICATION DEVIATION**

We deviated from the desired specifications of the Village of Lombard in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

(IF ADDITIONAL SPACE IS REQUIRED USE THE BACK OF THIS PAGE)

PRICE PROPOSAL: Monitors/Terminals/TVs will be charged  
per pound (not per unit) - \$0.22 per pound

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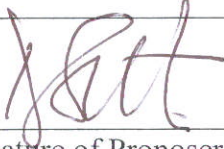
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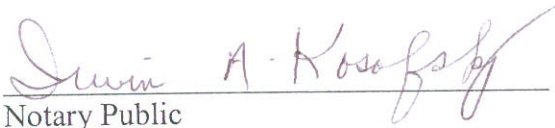
  
\_\_\_\_\_  
Signature of Proposer  
\_\_\_\_\_  
6/15/06  
Date

**CONTRACTOR'S (PROPOSER) CERTIFICATION  
PROPOSAL**

Darrell Stoecklin (Name of Contractor/Proposer), having submitted a proposal on a contract for United Recycling Industries, Inc. (General description of item(s) proposed on) to the Village of Lombard, hereby certifies that said Contractor/Proposer is not barred from proposing on the aforementioned contract as a result of a violation of either Section 33E-3 or 33 E-4 of Article 33E of Chapter 38 of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By:   
Authorized Agent of contractor/Proposer

Subscribed and sworn to before me this 22<sup>nd</sup> day of JUNE, 2006.

  
Notary Public

The Village of Lombard reserves the right to reject any or all proposals, to waive technicalities in proposing, or to choose any combination of proposals which are deemed to be in the best interest of the Village of Lombard.

Client#: 4471

UNITREC

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/04/05

**PRODUCER**  
Security Insurance Svcs., Inc.  
P.O. Box 510925  
New Berlin, WI 53151-0925  
262 785-9490

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
United Recycling Industries, Inc.  
1600 Harvester Road  
West Chicago, IL 60185

**INSURERS AFFORDING COVERAGE**

NAIC #

- INSURER A: **Ace American Insurance Co.**
- INSURER B: **American International Spec. Lines**
- INSURER C: **Wausau Insurance Companies**
- INSURER D: **Quanta Specialty Line Insurance**
- INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	D3598026A	10/01/05	10/01/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	H08171026	10/01/05	10/01/06	COMBINED SINGLE LIMIT (Ea. accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	BE9034463	10/01/05	10/01/06	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCCZ91431804015	10/01/05	10/01/06	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	<b>OTHER Pollution</b>	2000234	10/01/04	10/01/07	\$5,000,000/\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate holder is named as additional insured for general liability only.

**CERTIFICATE HOLDER**

Village of Lombard  
255 East Wilson  
Lombard, IL 60148  
Attn: Wesley B Anderson  
Director of Public Works

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Charles L. Schiltz*

MJS

ACORD CORPORATION 1986

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.