

040295

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

	Resolution or Ordinance (Blue)
X	Recommendations of Boards, Commissions & Committees (Green)
	Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: July 8, 2004 (COW) (B of T) Date: July 22, 2004

TITLE: Approval of Recycling Agreement- Electronics

SUBMITTED BY: John Burg, Acting Director of Public Works



BACKGROUND/POLICY IMPLICATIONS:

See attached memo.

Fiscal Impact/Funding Source:

Community Recycling Fund 2790.756420

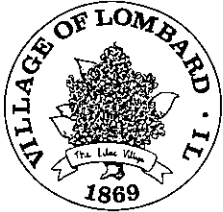
Review (as necessary):

Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X William T. Lichter Date 7/13/04

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



Memorandum

To: William Lichter, Village Manager
From: John Burg, Assistant Director of Public Works
Date: July 8, 2004
Subject: Recycling Agreement- Electronics

This year, funds have been budgeted to collect electronics at the Recycling Extravaganza at Yorktown Shopping Center on September 11, 2004. On July 7, 2004 I did a phone poll of the Environmental Concerns Committee. The Committee unanimously recommended approval of the contract (see attached) with SSI in an amount not to exceed \$8,000.

Please note the Committee considered pricing information from other vendors, but felt this was the best deal. The only other vendor that offered a competitive proposal was Arlington Computer Products in Buffalo Grove. This company offered to accept a list of electronics, and would only charge \$5 for each TV or Computer Monitor. However, their not to exceed amount was \$11,000.

It is very difficult to judge how many electronics including TVs and monitors would be collected. However, SSI's proposal limits the Village's exposure to \$8,000. SSI is a local vendor, and performed electronics recycling at our first Recycling Extravaganza. SSI would accept a wider range of electronics than Arlington Computer Products. SSI would also provide a laborer, a supervisor, a forklift, gaylords, pallets, shrink wrap and other supplies while Arlington would not. This will make the operation safer and easier. I would also recommend approval of the contract with SSI in an amount not to exceed \$8,000. Please present this item for consideration by the Village Board on July 22, 2004.

AGREEMENT

This Agreement made by the Village of Lombard; Yorktown Holdings, L.L.C.; Yorktown Joint Venture, LLC; Long/Pehrson Associates, LLC.; Wilder Companies, Inc.; Highland Yorktown, LLC; Carson Pirie Scott and Company; J.C. Penney Company; Von Maur, Inc. and their respective successors and assigns (hereinafter referred to as the "Sponsors") and Supply Chain Services, Inc. (hereinafter referred to as the "Recycler") on the _____ day of _____, 2004.

WHEREAS, the Village wishes to assist its residents in disposing of certain household items that are recyclable but that cannot be recycled through curbside pick up; and

WHEREAS, on September 11, 2004, the Village of Lombard (hereinafter referred to as the "Village") will conduct a "Recycling Extravaganza" by inviting Village residents to bring those recyclable items that cannot be disposed of through curbside pick up to Yorktown Center, Lombard, Illinois for pick up by a Recycler who will properly recycle the items; and

WHEREAS, the Recycler is engaged in the business of collecting items for recycling purposes and wishes to participate in the "Recycling Extravaganza" for its own benefit and profit.

NOW, THEREFORE, in consideration of the promises and covenants contained herein the Sponsors and Recycler agree as follows:

Section 1: The Recycler shall participate in the "Recycling Extravaganza" by making available vehicles, drivers, and all necessary equipment between the hours of 8 a.m. and 5 p.m. at the Yorktown Center parking lot east of Highland Avenue, Lombard, Illinois for the purpose of taking possession of, removing and disposing of, through recycling, items that are brought to that location by persons wishing to have such items recycled.

Section 2: Recycler shall, after removing such items from the aforementioned location, legally dispose of them by approved recycling methods and may collect and retain any compensation

paid for said items to be recycled.

Section 3: The Sponsors shall provide volunteer workers to accept items brought to the Recycling Extravaganza for recycling and to assist in distributing said items among participating recyclers. The Recycler shall provide recycling services for all electronics collected for a not to exceed cost of \$8,000.00 (eight thousand dollars) based on the attached pricing schedule.

Section 4: The Recycler shall indemnify and hold harmless the Sponsors, their officers, agents, employees, successors and assigns from lawsuits, actions, costs (including attorneys' fees), and claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of the Recycler, its officers, agents and/or employees arising out of, or in performance of, this Agreement.

Section 5: A certificate of insurance must be provided exhibiting the following coverages:

Commercial General Liability

\$1,000,000	Bodily injury, each person, each occurrence
\$3,000,000	Bodily injury, aggregate, each occurrence
\$ 500,000	Property Damage Liability, each person, each occurrence
Statutory	Workers' Compensation
\$ 500,000	Employees' Liability, per occurrence

naming each Sponsor and their respective officers, agents, employees, successors and assigns as additional insureds and stating that the Policy will not be cancelled or changed without providing thirty (30) day's prior written notice. Certificates of insurance must be presented to:

Long/Pehrson Associates LLC
203 Yorktown
Lombard, Illinois 60148

and

Village of Lombard
Attn: John Burg, Assistant Director of Public Works
255 E. Wilson
Lombard, Illinois 60148

This Agreement is executed on behalf of the Sponsors and the Recycler by the duly authorized agents of each.

FOR THE RECYCLER

FOR THE SPONSORS

By: Jack Lee

By: _____
William J. Mueller, Village President

Its owner

ATTEST:

ATTEST:

By: Juan C. Gonica
Its Operation Manager

By: _____
, Village Clerk

FOR YORKTOWN HOLDINGS L.L.C.,
YORKTOWN JOINT VENTURE LLC,
LONG/PEHRSON ASSOCIATES LLC
WILDER COMPANIES, INC.,
HIGHLAND YORKTOWN LLC
CARSON PIRIE SCOTT AND COMPANY
I.C. PENNEY COMPANY,
VON MAUR, INC., and their respective successors and assigns

By: _____

Their: _____

ATTEST:

By: _____

Their: _____



June 22, 2004

Mrs. Lyons
Recycling Committee
Village of Lombard
274 E. Circle Ave.
Lombard, IL 60148

Dear Mrs. Lyons:

It was my pleasure speaking with you last week concerning the recycling extravaganza event in Lombard on September 11. SSI looks forward to be of service to Village of Lombard again.

Attached, please find background information of SSI and a price list for your review. I used the last event information to present a budget for you. I hope it is helpful for the committee.

Please do not hesitate to contact me should you have any questions.

Best regards,

Jade Lee
Executive Vice President
630-629-9344, ext 12

Attachments



Pricing Schedule Electronics Collection Event

SSI's services will include:

- **Transportation Management:** trucks, trailers and driver
- **On Site Management:** site set-up, unloading from patrons, sort and load collected equipment into gaylord boxes, loading gaylords/skids onto trucks, cleaning the site after the event
- **Providing all the necessary equipment and supplies on site:** gaylord boxes, skids, pallet jacks, shrink wrap, carts, etc.
- **Processing and de-manufacturing** of all the collected electronics domestically
- **Reports:** 1) Detailed Itemized Material Breakdown Report; 2) Financial Summary Report, 2) Certificate of Recycling,

The following prices are based on the following assumptions:

- 8 collection hours (SSI's staffs usually arrive 1 hour prior to the event start time to set up and stay 1 hour after the event to complete loading and site cleaning).
- Weekend event at a 1.5 times labor rate than regular weekday rate

Not to Exceed Total Project Amount: \$8,000.00

Description	Price Schedule	Estimated Volume	Estimated Total Cost
Basic Processing Service for Non-Monitor/TV Equipment/Material ¹	\$0.15/lb on gross weight collected Minimum charge: 15,000 lbs	20,000 lbs	\$ 3,000.00
Monitor/Terminal/TVs	\$ 10/unit	300 units	\$ 3,000.00
Batteries	\$ 3/lb	50 lbs	\$ 150.00
Labor - On Site	Labor (2): 18/hour/person SSI will provide 1 supervisor and 1 fork lift truck driver Total: 8 hours/person x 2 = 16 hours (Village of Lombard will provide volunteers to help unload)	16 hours	\$ 288.00
Gaylord Boxes, Pallets, Shrink Wrap and Supplies	\$ 0.00		\$ 0.00
Fork Lift Truck Delivery to Site (Charged by hauling company)	\$ 300.00		\$ 300.00
Transportation	No charge		\$ 0.00
	Estimate Total		\$ 6,738.00

¹ No air conditioners, microwave or white goods will be accepted.