

## **DUMPING OF EXCAVATED MATERIALS PRICE AGREEMENT**

**THIS DUMPING OF EXCAVATED MATERIALS PRICE AGREEMENT** ("Agreement") is entered onto on the \_\_\_\_ day of March, 2018, by and between the Village of Oak Park ("Village"), an Illinois home rule municipal corporation with offices at 123 Madison Street, Oak Park, Illinois 60302 and Waste Management of Illinois, Inc., a Delaware corporation authorized to conduct business in the State of Illinois with offices 700 Butterfield Road, Floor 4, Lombard, Illinois 60148 ("Contractor").

### **1. Price**

Contractor owns a Transfer Station that has provided the Village with a 2018 price for the dumping of excavated materials per ton as set forth in its Proposal dated February 6, 2018, attached hereto and incorporated herein by reference. The Village accepts the price set forth in the attachment and will dump excavated materials pursuant to said price as it finds necessary. This Agreement does not commit the Village to dispose of any specific quantity of excavated materials. The total amount of excavated materials to be dumped pursuant to this Agreement shall not exceed \$95,000.00 through December 31, 2018.

### **2. Tax Exempt**

The Village, as a local governmental entity, is exempt from the payment of State of Illinois sales tax or retailer's occupation taxes. Contractor agrees that its invoices will not include any amount for such sales taxes or retailer's occupation taxes.

### **3. Payment**

The Village will pay all undisputed portions of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4. The maximum interest rate for any payment not made within thirty (30) days of approval is 1% per month.

### **4. Term of Agreement**

This Agreement is valid for purchases through December 31, 2018.

### **5. Governing Law and Venue**

This Agreement is governed by the laws of the State of Illinois without regard to conflicts of law principals. Any action brought to enforce this Agreement must be brought in the state and/or federal courts located in Cook County, Illinois.

**6. Dispute Resolution**

The Village does not agree to the mandatory arbitration of any dispute. In the event any action is brought to enforce this Agreement or to collect any unpaid amount from the Village, each party hereto shall bear the responsibility of paying its own attorney's fees and costs.

**7. Binding Authority**

The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right and actual authority to bind their respective party to the terms and conditions of this Agreement.

**8. Excluded Waste**

"Excluded waste" shall mean, without limitation, any regulated quantity of a hazardous waste or hazardous substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; tree branches and stumps; paint; motor oil; and excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms. Title to and liability for excluded waste shall remain with the Village that generated the excluded waste at all times.

**THE PARTIES TO THIS AGREEMENT** by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

**VILLAGE OF OAK PARK**

**WASTE MANAGEMENT OF ILLINOIS, INC.**

\_\_\_\_\_  
Cara Pavlicek  
Village Manager

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Vicki Scaman  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018