## **REFUSE SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into as of the last date shown below by and between the Board of the Education of Central Community Unit School District 301 (the "Board"), and Groot ("Contractor") (collectively referred hereto as "the Parties").

**WHEREAS**, the Board has requested public bids for refuse/recycling services ("Services"); and

WHEREAS, Contractor has submitted a bid for provision of the Services; and

**WHEREAS**, the Board desires to enter into this Agreement with Contractor to provide the Goods in accordance with the bid documents that were issued by the Board ("Bid Documents") on or about May 2, 2025.

**NOW, THEREFORE**, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. **Provision of Goods.** The Contractor agrees to furnish the Services as outlined in the Bid Documents.
- 2. <u>Term.</u> The term of this Agreement shall be from July 1, 2025, through June 30, 2027.
- 3. <u>Bid Documents.</u> The entire contract consists of this Agreement, as well as the associated Bid Documents, including but not limited to, the Instructions to Bidders, Bid Requirements, Certifications, Authorization Form, Form of Proposal, Refuse and Recycle Bid Specifications, , and the Contractor's Bid, plus any addenda to the Bid Documents. In the event any term or provision in this Agreement conflicts with any term or provision in the Bid Documents, the term or provision in this Agreement shall prevail. To the extent Contractor's bid included any exceptions to the bid documents or addenda, they are rejected.
- 4. <u>Complete Understanding.</u> This Agreement (including the documents incorporated by reference) sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
- 5. **Representation of Authority, Counterparts, and Facsimile Signatures.** Each of the persons executing this Amendment represents and warrants to the other that he/she has the proper authority and power to execute this Amendment on behalf of his/her respective entity and to bind such entity to the terms and conditions hereof. This Amendment may be executed in counterparts each of which shall be an original and all of which shall constitute but one and the same instrument. Facsimile signatures shall be considered as original signatures.

Signature Page Follows

**IN WITNESS WHEREOF**, the Parties have signed this Agreement on the dates shown below.

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