RESOLUTION 2018-079  


WHEREAS, the City Council of the City of DeKalb, Illinois has determined the need to provide refuse, recycling, and yard waste collection services for its residents.

WHEREAS, the current contract for refuse, recycling, and yard waste collection services is set to expire on August 31, 2018.

WHEREAS, a request for proposals was advertised publicly and bids from Advanced Disposal Services, Lakeshore Recycling Systems, and Waste Management Inc. were opened and read aloud publicly on May 17, 2018.

WHEREAS, the lowest price for unlimited volume residential services were submitted by Lakeshore Recycling Systems.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That the City Council of the City of DeKalb waives competitive bidding and awards a contract for refuse hauling to Lakeshore Recycling Systems, LLC, and that the Mayor of the City of DeKalb be authorized and directed to negotiate and execute a refuse, recycling and yard waste collection services agreement with Lakeshore Recycling Systems, LLC in accordance with the contract terms and proposal documents attached here to as Exhibit A, subject to such modifications as shall be acceptable to him with the recommendation of City staff.

Section 2: That the Deputy City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.


ATTEST:

RUTH A. SCOTT, Deputy City Clerk

JERRY SMITH, Mayor
Independent Contractor Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "Lakeshore Recycling Systems, LLC" hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows:

A. Services:

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term: Five (5) years beginning September 1, 2018 to August 31, 2023

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City’s issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City’s express, written permission.

C. Compensation:

See Addendum to Solid Waste Agreement

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Addendum to Solid Waste Agreement. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the
approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City’s express, written consent shall be solely at the expense of the Contractor.

D. Changes in Rates of Compensation (and Prevailing Wages):

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. To the extent applicable, the contractor shall further comply the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq. **Prevailing wage records must be submitted with each invoice submitted; invoices submitted without corresponding prevailing wage records will not be processed until the certified payrolls are submitted.**

E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the “Act”) places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time so do, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this
Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor:

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes. The Contractor and City acknowledge that the provisions of this Agreement shall be construed, pursuant to Carney v. Union Pacific Railroad Company, 2016 IL 118984, to provide the City with the right to stop or resume work, to make inspections, to receive reports and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, consistent with the employment of an independent contractor, and that no provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the Contractor. The City shall have no liability for Contractor’s selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any real property where Contractor is employed.

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City’s relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means and methods of completing such work. The City’s compensation to Contractor shall be limited to that described in Exhibit B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City’s equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its’ own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor’s work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor’s compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.
H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently [www.illinois.gov/idol](http://www.illinois.gov/idol). This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance
program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

**Responsible Contractor Requirements:** The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

**Record Retention and Audits:** If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

**United States Resident Certification:** (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: ☐ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

**Tax Payer Certification:** Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is ______________ and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☐ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.
**Authorized in Illinois:** The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, *et. seq.* The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

**Export Administration, Supplies, Labor:** The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

**General Compliance and Certification:** The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. **Indemnification:**

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the “City Indemnitees”) against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the
negligence or the intentional acts of the Contractor, the Contractor's employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp, 146 Ill.2d 155 (1991) in Illinois.

J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit C. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.
All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A, Exhibit B and Exhibit C. Except for those terms included on Exhibit A, Exhibit B and Exhibit C, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.

L. Notices:
All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City: For the Contractor:

City Manager City of DeKalb
City Manager
City of DeKalb
City Manager
City of DeKalb

Managing Partner
Managing Partner

LakeShore Recycling Systems
LakeShore Recycling Systems

6132 Oakton St.
6132 Oakton St.

Morton Grove, IL 60053
Morton Grove, IL 60053

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

M. Subcontractors and Third Parties:
Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

N. Progress Reports:

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

Agreed to this [date] day of [month], 2018.

City of DeKalb

[Signature]

Contractor

[Company]

[Signature]

MANAGING PARTNER
CITY OF DEKALB

CITY OF DEKALB | FINANCE DEPARTMENT
200 SOUTH FOURTH STREET | DEKALB, ILLINOIS 60115

REQUEST FOR PROPOSALS FOR REFUSE, RECYCLABLES, AND YARD WASTE COLLECTION SERVICES FOR THE CITY OF DEKALB

ATTENTION: ACCOUNTS PAYABLE/ PURCHASING AGENT

SUBMITTED BY:

LAKE SHORE
Recycling Systems

6132 OAKTON STREET
MORTON GROVE, IL 60053
May 17, 2018

City of DeKalb
Attn: Tim Holdeman, Director of Public Works
200 South Fourth Street
DeKalb, IL 60115

Re: Request for Proposals for Refuse, Recyclables, and Yard Waste Collection Services for the City of DeKalb

Dear Tim:

On behalf of Lakeshore Recycling Systems, thank you for the opportunity to submit the proceeding proposal for the City of DeKalb. We have reviewed the above referenced proposal request and are well prepared to provide the services as described. As one of the largest privately held waste and recycling service providers in the country, our DeKalb team offers hundreds of years of combined industry experience and unmatched municipal service programs throughout northern, IL. We are confident our proposal will demonstrate why LRS is the best partner for the City of DeKalb.

Three industry veterans began LRS nearly 20 years ago with a vision of empowering customers to meet their sustainability goals while increasing convenience and reducing overall costs by combining the most intelligent technology and employees. That same vision applies to LRS today with our commitment to environmental stewardship and inimitable methodology which has quickly captured the attention of municipalities. Over the past seven years, LRS has been newly awarded and transitioned more municipal contracted services than any other waste service provider in Illinois. As noted by the letters of reference from our municipal partners, the LRS companies provide a superior service that far exceeds the standard industry services.

LRS also owns and operates five Material Recovery (or Recycling) Facilities (MRFs) in Chicagoland, including a state-of-the-art single-stream MRF. As LRS does not own or operate landfills, our infrastructure is built around utilizing our MRF's as the first option for the materials we collect. As such, we are diverting over 40% of materials destined for a landfill. Municipalities that choose LRS are partnering with the most recognized and awarded recycling and waste service provider in Illinois today. In October 2017, LRS was honored to have received the Illinois Sustainability Award. Most recently, LRS installed the country's first aerobic digester which produces a soil amendment from organic food scrap material. We also reuse more from the materials we collect on a daily basis. LRS is committed to our municipal partners as we endeavor to find and develop the best processes and solutions for managing waste materials.

LRS is eager to build upon the partnership we have established with the City of DeKalb. Our current community involvement in DeKalb includes managing special events, such as Corn Fest (2017 and 2018), residential monthly electronic waste events, refuse and recycling collection for the DeKalb Housing Authority residents, and many commercial/industrial businesses located throughout the City of DeKalb. Our staff is committed to DeKalb as we are providing services there nearly every day of the week. Earlier this year, the DeKalb Police Department met with our entire staff at our Cortland facility and provided education and training for our staff on how we can do our part in the DeKalb Community. We will continue to develop our partnership with local law enforcement as it is aligned with our LRS Safety and Community Outreach Programs.

Joshua Connell, Managing Partner of LRS and I will be available throughout the evaluation process relating to this proposal. We look forward to sharing more about our great success in detail throughout our proposal and in person. Please feel free to contact me should you have any questions pertaining to our proposal or services.

Sincerely,

Katie Neary
Municipal Manager
Lakeshore Recycling Systems
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MISSION STATEMENT

LAKESHORE RECYCLING SYSTEMS
IS THE INDUSTRY LEADER IN PROVIDING INNOVATIVE
AND ENVIRONMENTALLY RESPONSIBLE WASTE AND
RECYCLING SOLUTIONS.

OUR TEAM DELIVERS EXCEPTIONAL SERVICE
AND VALUE THROUGH RELENTLESS COMMITMENT
TO CUSTOMER SATISFACTION AND PRESERVATION
OF OUR ENVIRONMENT.

LAKESHORE Recycling Systems
APPENDIX 1: PROPOSAL FORM

City of DeKalb Residential Refuse, Recycling and Yard Waste Collection Proposal Form

Proposal of
LRS DC Trash, LLC dba Lakeshore Recycling Systems
(Contractor)

8 S. Harness Place
(Business Address)

Cortland, IL 60112
(City) (State) (Zip Code)

815.901.2130
(Phone Number)

This proposal is submitted for an exclusive franchise agreement to provide residential solid waste removal, recycling and yard waste collection, with said work being located in and for the City of DeKalb and based on the specifications requirements and scope of services outlined in the Proposal Specifications.

The following proposals are made on behalf of the undersigned and no others. The proposals are made without collusion on the part of any person, firm or corporation.

We the undersigned, certify that we have carefully examined the Franchise Agreement Proposal Specifications, the Proposal Form, and any and all Appendices and Addenda attached hereto.

We further certify that we have visited the City and have completely informed ourselves of the type of housing, population density, traffic congestion, collection procedures required, labor required, number of containers, designated areas for placement of containers, and all other factors, local and otherwise, which would affect the completion of work covered by this proposal. Relating to the services of solid waste removal and disposal, recyclable collection, and yard waste collection and disposal.

We understand that the number of stops to be served are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at unit prices quoted. We understand that the City of DeKalb reserves the right to accept or reject any proposal or parts thereof and to waive irregularities or omissions in any proposal if it is deemed to be in the best interest of the City.

The following is our proposal for combined collection and disposal services for: general refuse, bulk materials / white goods, recycling collection, and yard waste collection and optional services within the City of DeKalb as identified in the specifications. In accordance with your requirements outlined in the provisions of the proposal documents, we propose to furnish all necessary equipment, labor, tools and other means and will do all work stipulated therein for the charge per account and the services designated. The following charges will be made on a per account per month basis:
Proposal Form

Company: LRS DC Trash, LLC dba Lakeshore Recycling Systems       Date: 5/11/18

Authorized Representative: Katie Neary

Title: Municipal Manager       Phone: 815.901.2130

Address: 8 S. Hartness Place

Cortland, IL 60112
1. INTRODUCTION (CONTINUED)

1.0 OVERVIEW OF LAKESHORE RECYCLING SYSTEMS

Three industry veterans began Lakeshore Recycling Systems nearly 20 years ago with a vision of empowering customers to meet sustainability goals. LRS has been increasing convenience and reducing overall costs through intelligent technology and employees ever since. This same vision applies to LRS today with our commitment to environmental stewardship and inimitable techniques which have quickly captured the attention of municipalities. Over the past seven years, LRS has been newly awarded and transitioned more municipal contracted services than any other waste service provider in Illinois. LRS is the largest privately held waste service provider in Illinois and one of the largest in the United States.

As revealed throughout this proposal, LRS goes beyond the expectations of our customers by developing and adopting the most sustainable methodologies and resources available in the world today. Unlike any other service provider in the state of Illinois, LRS is able to customize programs to accommodate specific DeKalb characteristics. Whether it is one year or ten years from now, DeKalb will be partners with a highly awarded, innovate environmental steward while receiving a service that is second to none. LRS is committed to our municipal partners as we endeavor to find and develop the best processes and solutions for managing waste materials.

Every community has unique needs and our flexibility allows us to build infrastructure within a community to offer convenience at its best without a high cost. LRS offers a comprehensive suite of solutions that go beyond waste. In addition to many others, LRS offers services to accommodate on-site storage needs, portable restrooms, organic composting, household hazardous waste and electronic services, residential, commercial and industrial waste, recycling and yard waste collection and disposal, as well as special event services. As noted in the letters of reference provided by our municipal partners in the proceeding proposal, LRS has proven to have a significant and positive impact in communities.

We provide services to hundreds of thousands of residential customers throughout Boone, Lake, Cook, DuPage, DeKalb, and Kane County. LRS holds municipal franchise agreements for over 25 municipalities in northern, IL, including services to over 100,000 households in the City of Chicago, not counting those in unincorporated areas. From the North Shore, (Highland Park, Glencoe, Winnetka, Skokie, Evanston) to the South Side (Blue Island), and West Suburbs of Chicago, (Wheaton, Montgomery, Sugar Grove), LRS is the chosen service provider.
LRS also owns and operates five Material Recovery Facilities (MRF) in Chicagoland, including a state-of-the-art, single-stream MRF. As LRS does not own or operate landfills, we are diverting over 40% of materials destined for a landfill. We are creating soil amendments, mulch and silt socks for construction with waste materials we receive. To that note and most recently, LRS installed the country’s first aerobic digester which produces a soil amendment from organic food scrap material. Much of the non-recyclable materials we manage are also utilized beneficially. Municipalities that choose to partner with an LRS company, are partnering with the most recognized and awarded recycling and waste service provider in Illinois today.

Over the past several years, we have been honored to be a recipient of numerous awards. For example, our success has been recognized by the National Association of Environmental Professionals with the award for Best Environmental Technology Available, CDRA Best Practices in Safety Award, Chicago’s Best and Brightest Place to Work For, and LRS was most honored in October 2017 to have received the prestigious Illinois Sustainability Award, among others.

We are continuing to expand our resources by building on the sustainable foundation LRS is built upon. We are well prepared to be the catalyst the City of DeKalb is seeking to increase recycling, while providing a service that is second to none. This proposal outlines the LRS vision for the services requested in the City of DeKalb.
LRS will invest significant resources to introduce innovative service options or methods to the City. DeKalb will be also be partnering with a local service provider as our corporate base is in Morton Grove, not far from DeKalb. The organic growth of the LRS municipal customer base has been carefully considered and strategically developed and we are fully prepared to enter into a long-term partnership with the City of DeKalb.

In summary, LRS is perfectly aligned to be the catalyst the City of DeKalb is seeking as LRS is the “best in class” service provider on the forefront of what is offered in our industry today.

### 1.1 COMPANY AND CONTACT INFORMATION FOR THE PURPOSE OF THIS PROPOSAL

<table>
<thead>
<tr>
<th>Full Company Name:</th>
<th>LRS DC Trash, LLC (dba Lakeshore Recycling Systems)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address:</strong></td>
<td>6132 Oakton Street</td>
</tr>
<tr>
<td></td>
<td>Morton Grove, IL 60053</td>
</tr>
<tr>
<td><strong>Phone Number:</strong></td>
<td>773.685.8811</td>
</tr>
<tr>
<td><strong>Fax Number:</strong></td>
<td>773.685.6043</td>
</tr>
<tr>
<td><strong>Website:</strong></td>
<td>LRSrecycles.com</td>
</tr>
<tr>
<td><strong>Company Contact:</strong></td>
<td>Katie Neary</td>
</tr>
<tr>
<td></td>
<td>Municipal Manager</td>
</tr>
<tr>
<td></td>
<td>815.901.2130</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:KNeary@LRSrecycles.com">KNeary@LRSrecycles.com</a></td>
</tr>
</tbody>
</table>
1.2 LRS LOCATIONS

The below are the owned and operated LRS facilities, in which we proudly facilitate great potential in using cutting-edge technology with a dedicated workforce; these would directly impact the City of DeKalb and be used for disposal.

LRS' Corporate Headquarters
6132 Oakton Street, Morton Grove, IL 60053
- LRS' corporate headquarters are located in Morton Grove, IL. Aside from administrative offices, LRS also operates a fully-equipped garage for maintenance of a large portion of our fleet.
- In March 2016 we completed an extensive renovation that doubled the corporate headquarter workspace to accommodate the new changes, which included housing the entire sales team and Customer Service Center.

LRS' California Street MRF
3152 South California Avenue, Chicago, IL 60608
- Opened in 2005, Lakeshore Recycling Systems' California Avenue facility is able to take in as much as 3,500 tons of solid waste per-day. This facility operates 24-hours-per-day, 7-days-per-week, 365-days-per-year. With its substantial capabilities, this facility is the largest transfer station (by volume) in the state of Illinois. LRS processes over 800,000 tons of solid waste annually at this facility alone.

This facility is permitted for Municipal Solid Waste (MSW) and construction and demolition material (C&D). We currently divert rates up to 40%. This considerable diversion rate is due to both innovative use of technology and the dedication of over 100 employees who operate our dual sorting line.

LRS' Single-stream Recycling Center
6201 West Canal Bank Road, Forest View, IL 60402
- In June 2014, LRS purchased Heartland Recycling, which started operations in 1998. Our new Heartland facility processes over 1,500 tons-per-day of Municipal Solid Waste (MSW) and C&D. This facility also has two solidification pits for non-hazardous liquid waste, two separate wood grinding operations, as well as two balers for OCC processing.
- In March 2015, LRS began transforming this facility into the cutting-edge single-stream facility of the Midwest. LRS' single-stream recycling system now harvests over 110,000 tons of high-grade residential and commercial single-stream recyclables, and sorts, separates and allocates over 20 tons of waste per hour. Not only did this initiative dramatically decrease the amount of waste sent to landfills, it also contributed to the growth of 100 new jobs in Chicagoland.

LRS DC Trash, LLC dba Lakeshore Recycling Systems
8 South Hartness Place, Cortland, IL 60112
- In an key acquisition that took place in November 2017, DC Trash is now a part of the LRS family. This facility is our foothold into DeKalb County and where our team for this area is located.
- This facility houses its own Fleet Maintenance Department with over 30 drivers dispatching out of the building, as well as a commercial and industrial office and maintenance facility.
The below are additional facilities owned and operated by LRS in Chicagoland.

**LRS' Exchange Street MRF**  
1300 West Exchange Avenue, Chicago, IL 60609  
- In July 2013, LRS acquired this 10-acre property. This facility serves primarily as a destination and processing operation for C&D. Shortly after this acquisition, we added a wood-grinding operation. Our investment in a new CBI wood grinder allows us to efficiently process 100 tons of wood for reuse each day. Our Exchange facility currently processes over 300 tons-per-day of C&D material, with a diversion rate well over 85%.

**LRS' Packers Street Facility**  
1420 West 41st Street, Chicago, IL 60609  
- This property serves as a dispatch point for nearly 100 LRS trucks.  
- This facility is a roll-off operations office and maintenance facility only; it is not open to the public and does not accept any item drop-offs.

**LRS' Northbrook MRF**  
2300 Carlson Drive, Northbrook, IL 60062  
- LRS acquired this Northbrook facility in March 2016 and has considerably increased the collection of construction and demolition waste since then.  
- This acquisition not only increased LRS' footprint in Chicagoland, but also allows LRS to control and process over 2.3 million tons of waste material annually, which is more than any other privately-held company in Illinois.

**LRS' West Chicago MRF**  
1655 Powis Road, West Chicago, IL 60185  
- In January 2017, LRS acquired K. Hoving Companies, a full-service waste management, recycling and dumpster rental company based in West Chicago, IL. This addition of over 100 employees and the seventh LRS location allows LRS to greatly expand its services.  
- LRS has implemented a Temporary Services Division to serve customers seeking roll-off services, portable toilets, street sweeping and on-site storage. As an experienced roll-off provider, Lakeshore Recycling Systems now controls nearly 20% of the Chicagoland roll-off market, and offers a full range of containers with dedicated 24-hour service.  
- With the addition of West Chicago MRF, LRS is the second largest portable toilet business in Illinois, as well as a leader in street sweeping services for commercial and residential needs.

**Lawndale MRF (managed)**  
3757 West 34th Street, Chicago, IL  
- LRS took over management of the City of Chicago’s Lawndale transfer station on the Southwest side of Chicago. Since June 2014, LRS has increased efficiency and implemented a floor sorting process to reclaim recyclable material that had previously been sent to the waste stream.  
- LRS currently processes over 600 tons per day of MSW and single-stream recycling from City of Chicago collection vehicles. LRS is responsible for the daily volume and management of the facility which includes the scale operation, transfer and final disposal of material.
2. SCOPE OF SERVICE

2.0 STATEMENT OF CAPABILITY TO MEET RFP REQUIREMENTS

The City of DeKalb issued a Request for Proposal (RFP) for Refuse, Recycling and Yard Waste Collection on April 26th, 2018. Lakeshore Recycling Systems (LRS) has read the RFP and understands the requirements, needs and desires the City of DeKalb is requesting. As such, LRS is fully capable and prepared to offer the services as requested and described in the RFP. LRS offers a comprehensive suite of collection services that are aligned with the services desired. The proceeding proposal demonstrates our ability to meet the requirements and additional value for the City of DeKalb.
2. SCOPE OF SERVICE (CONTINUED)

2.1 MANAGEMENT AND STAFF
The City of DeKalb issued a Request for Proposal (RFP) for Refuse, Recycling and Yard Waste Collection on April 26th, 2018. Lakeshore Recycling Systems (LRS) has read the RFP and understands the requirements, needs and desires the City of DeKalb is requesting. As such, LRS is fully capable and prepared to offer the services as requested and described in the RFP. LRS offers a comprehensive suite of collection services that are aligned with the services desired. The proceeding proposal demonstrates our ability to meet the requirements and additional value for the City of DeKalb.

**Alan T. Handley: CEO**
Alan serves as the Chief Executive Officer for Lakeshore Recycling Systems (LRS), the Midwest's leading independent recycling and waste solutions company. Under his award-winning leadership, LRS has experienced exceptional organic growth from approximately $60 million in sales with 220 employees in 2013 to over $170 million in sales with 780 employees in 2018. Alan manages all aspects of the enterprise with four direct executive reports, 780 employees, 48,000 customers and seven Chicagoland locations. He develops and oversees execution of strategy for each of the company's five operating divisions, all support departments (accounting/finance, HR, IT, risk management, fleet, marketing, customer service, and sales) and leads business development for the enterprise.

**Rich Golf: Managing Partner**
Rich Golf serves as a Managing Partner for Lakeshore Recycling Systems, the Midwest's leading independent recycling and waste solutions company. Along with his brother Jerry Golf, Rich founded Recycling Systems, Inc. in 1999. Rich was instrumental in building what would become one of the Chicagoland's largest and most sophisticated transfer facilities. Rich has a long history in logistics, commodity management and transfer station efficiencies. Rich serves as our transfer station expert and works closely with our environmental consultants, architects, commodity outlets and equipment vendors to ensure that our facilities are always running at full optimization with appropriate back-up plans in place.

Rich was a key player in the build-out of Chicagoland's premier single-stream recycling system, which opened in March 2016. Rich's ability to manage waste and recycling throughput while realizing significant diversion of material is unmatched in the industry.

**Joshua Connell: Managing Partner**
Josh's work in the waste industry began with Waste Management as a high school student. He continued his employment as an undergraduate at the University of Kansas, while working towards his MBA at DePaul University. Josh was eventually named Vice President of Sales, Chicago division, of Waste Management. He would hold this position until 2001 – when he left, in order to start Lakeshore Waste Services, now Lakeshore Recycling Systems.
2. SCOPE OF SERVICE (CONTINUED)

Katie Neary: Municipal Manager
Katie Neary, Municipal Manager with LRS, began working in the solid waste industry over 23 years ago in the Chicagoland area. Along with many municipalities, Katie’s had experience managing municipal contracts and services for some of the largest cities in Illinois, such as DeKalb and Aurora. She’s held roles such as Municipal Manager, Business Development Manager, Corporate Business Systems Analyst and Special Waste Sales Manager. During her time working for Veolia Environmental Solid Waste of North America, Katie developed and implemented best practices, standard operating procedures, online and class training courses and over-all business need solutions for over 140 landfills, transfer stations and hauling companies throughout the US and Bahamas.

Along with course study under West Point’s, General Wesley Clark, Katie has training and experience working with RCRA, CERCLA, hazardous waste and emergency response, special waste, IEPA, USEPA, and Total Waste Management. Katie will be the primary contact for the City of DeKalb. Having the vast resources of LRS available, she will ensure services and contractual obligations are delivered with exceptional customer care, thorough and timely communication.

Meaghan Johnson: Director of Marketing
Meaghan Johnson joined LRS in 2014 and built a corporate brand post-merger of the two former company identities, creating a unified voice for LRS. Dedicated to converting two identities into one successful brand, Meaghan developed a critical marketing strategy that set LRS for optimal growth and exposure through strategic print, broadcast and social media advertising.

Thanks to an extensive marketing background working for Fortune 100 brands such as The Walt Disney Company and Fox Sports Midwest (where her broadcast advertising campaign was awarded the 2012 Silver Telly) Meaghan was able to create a strong brand identity for LRS and spread its awareness and message throughout both Illinois and in the national arena. Meaghan will partner with each municipality to ensure best communication for residents is set forth both in print and digitally online.

Jason Jonelis: Director of Information Technology
For the past year, Jason Jonelis has acted as the Director of Information Technology, leading the way into navigating through LRS’ changing technology needs and expanding LRS’ capabilities throughout all seven facilities. Prior to coming onboard with LRS, Jason served as the Manager of Network Services for five years at a medical company in Northbrook, where he oversaw network management and ensured the server was secured by using both internal and external teams. Additionally, he managed training resources and initiatives to best elevate his IT department. With these and additional skills, he has strengthened LRS’ IT department and enriched the ongoing efforts in place.
2. SCOPE OF SERVICE (CONTINUED)

LRS will provide a dedicated team of individuals to service the City of DeKalb. This will include the Technical Staff described in the preceding Technical Staff section, as well as our Operations, Safety and Customer Service management and staff. Below we’ve provided detailed information on the management overseeing the staff who will be dedicated to the City of DeKalb:

John Larsen: Executive Vice President- Collection Operations
John's impressive 25-year background in the waste industry makes him a valuable asset to LRS and, more importantly, its valued customers. After an impressive tenure overseeing one of LRS' largest competitors – Republic Services – we were excited to bring John on board as our Vice President of Operations in April 2014.

John oversees all three of the Lakeshore's business units: commercial, residential and roll-off. John will play a crucial role in ensuring all facets of the servicing of the City of DeKalb are smooth, as well as exceed expectations at every level.

John Sliwicki: Vice president of Risk Management
John joined LRS in summer 2016 with over 17 years of safety and risk experience in waste and construction. Along with being a Risk, Safety & Damage Prevention Committee Chair for UCA (Underground Contractors Association), John has a B.S. in occupational safety and health, a B.A. in business administration and an MBA from Indiana University – Kelley School of Business. This experience is a key factor to improving LRS’ safety structure, reducing incidents as well as obtaining extensive cost savings. John's primary objective for LRS is to create and implement programs, processes and training to drive the evolution of the safety and risk culture.

Within the short time that John has been with LRS, the Company has already reaped the benefits of his safety expertise and will see even more benefit in the years to come.

Michelle Grochowski: Customer Experience Manager
Michelle joined the waste industry in 2002 as a sales assistant at Waste Management and eventually moved into account management. She joined the Lakeshore team in early 2013. Michelle's attention to detail, analytical mind and heavy focus on the customer experience has made her an invaluable asset to both Lakeshore and the customers she partners with, large and small. In 2014 Michelle was promoted to Customer Service Manager, where she developed and led the Customer Service Center to be the knowledgeable, personable and professional team it is today. Her training and leadership led the Customer Service Center to win the American Business Award for Customer Service Department of the Year.
2. SCOPE OF SERVICE (CONTINUED)

CRITICAL LRS PERSONNEL FOR CITY OF DEKALB SERVICE

ALAN T. HANDLEY
CEO

JOHN LARSEN
Executive Vice President, Collection Operations

JOSHUA CONNELL
Managing Partner

JERRY GOLF
Managing Partner

RICH GOLF
Managing Partner

ANDREW KOVAČIK
Operations Supervisor

RESIDENTIAL DISPATCHERS

KATIE NEARY
Municipal Manager

MICHELLE GROCHOWSKI
Customer Experience Manager

MEAGHAN JOHNSON
Director of Marketing

MARK SREDIN
MRF Manager - California

VINCENzo CALLADO
MRF Coordinator

91 LABORERS
Heartland

LRS WOULD BE HAPPY TO PROVIDE THE FULL ORGANIZATIONAL CHART OF THE 780 EMPLOYEES UPON REQUEST FROM THE CITY OF DEKALB.
SERVICES OFFERED

Lakeshore Recycling Systems (LRS) is the largest privately-held waste and recycling service provider in the State of Illinois and one of the largest in the country. LRS has a strong reputation as the leader in providing cutting-edge services using innovative technology and the most sustainable solutions for waste materials. LRS offers a full range of services to ensure every customer we service has economic and convenient methods to dispose or recycle waste materials. LRS provides services for residents, commercial and industrial businesses as well as contractors and construction companies throughout the Chicagoland and Chicago Metropolitan area.

LRS Residential Services

LRS offers customary collection program models nearly identical to the City of DeKalb. These may be with our without LRS issued carts and/or sticker programs. LRS offers 35, 65, 95 Rehrig brand carts on wheels with a handle bar. Cart sizes vary with community program models. The 65 and 95-gallon carts are preferred in most communities. LRS offers comprehensive service programs for the communities we service including organics or yard-waste, food scrap and leaf collection programs, bulk/large item and white good collection, electronic waste, household hazardous waste collection, special pick-ups, construction waste and recycling containers, portable restrooms, sinks and wash stations and even on-site storage containers for residents who need a place to temporarily store household items during home construction.

RFID Technology

LRS is a leader in the use of Radio Frequency Identification (RFID) technology. This sustainable program is currently being used by Highland Park, Glencoe and Wheaton, IL. To date, LRS is one of the few waste collection service providers in the United States to have implemented this technology and with tremendous success. This program has various benefits that both residents and municipal staff appreciate. Although RFID technology is not new, it is uncommon for companies that own landfills to offer this service as it has proven to increase recycling and minimize waste. As LRS has multiple resources within the United States as a leader accepting a large quantity of materials generated throughout northern, IL, we are able to stay committed to our vow not to own a landfill.

The technology utilizes a chip that is embedded into carts to track and charge residents based on use. Each chip embedded into the cart is registered to the home address and owner. Corresponding RFID hardware communicates with our software system to appropriately charge the homeowner. Residents are invoiced electronically using an auto-replenish billing system similar to that used by the Illinois Tollway Authority, the I-PASS. LRS does use other billing methods for this system but as a general rule, this is the most efficient and well-received method.

RFID tends to increase recycling as we generally would charge less for recycling, although there are costs for providing services regardless of the material being generated. We have worked through many scenarios with the RFID service including contamination and multi-family challenges which has allowed LRS to set the bar high for those that will likely follow due to market demand.

Municipalities may be best suited utilizing an integration process, thereby implementing the program over time, in sections or in certain communities within the municipality. We are experts at transitioning, excellent at understanding community characteristics and are flexible enough to work with the municipality. The infrastructure for the RFID technology will be built into the carts we will use for the City of DeKalb, thereby making a transition to an RFID program model a more simplified transition. There are additional benefits that could be recognized with the RFID technology in and of itself with regards to qualifying and location tracking purposes. We will remain open and flexible throughout the term of our contract to exploring if and how this program could work well in the City of DeKalb.
2. SCOPE OF SERVICE (CONTINUED)

2.2 DEFINITIONS
LRS concurs will all of the definitions as described in the RFP. Additional definitions that are not included will be properly explained within the initial section they are presented.

Basic Services
As described in the RFP, LRS will provide clean, courteous, well-scheduled and well-executed curbside refuse, recyclables and landscape (yard-waste) collection, disposal and/or processing for service unites in the City of DeKalb. As reflected throughout this proposal, LRS provides services using cutting-edge and innovative technology. LRS is not only recognized to be the leader in technology, economical and efficient service methodology but also for the high level of service we provide to our customers as reflected in our reference section.
2.3 CURBSIDE AND ALLEY COLLECTION PROGRAM

If the City of DeKalb chooses to continue the yard waste drop-off site or sites, LRS will be prepared to provide the service. Describe service as currently noted. LRS will furnish all labor, materials and equipment to offer basic service as described in the RFP to each service unit (household) within the corporate limits of the City of DeKalb. Services will be provided on one day per unit per week. Rates are for these basic services are included with Exhibit A in the proceeding proposal as designed in the RFP.

In order to confirm our comprehension and agreement with the services described in the RFP, the following outline describes the services we will provide. Unless additional fees or rates are referred to in this outline, these services are part of the basic services and included in the pricing/rate section as requested in the RFP. The following describes the basic services requested in the RFP for the Curbside and Alley Collection Program:

i. Initial delivery of 96-gallon refuse cart to all households prior to start of service
ii. Multifamily, attached units, and seniors may request a 35 or 65-gallon cart in place of the 96-gallon cart
iii. Additional 96-gallon refuse carts may be requested by residents for a monthly rental fee (reflected in rate section)
iv. Initial delivery of 65-gallon recycle carts (lids will have different color lids to distinguish between refuse and recycling)

v. Multifamily, attached units, and seniors may request a 35-gallon cart in place of the 65-gallon cart
vi. Each household (unit) may set out unlimited approved refuse containers each week
vii. Additional refuse containers used will not exceed 32-gallons, have two handles and not exceed 50 pounds
viii. Additional recycle containers can be up to 65-gallons, not exceeding 50 pounds in weight and clearly marked, “RECYCLE” on both sides of the container

ix. Curbside pick-up of one White Good included in the weekly pick-up / per household
x. Curbside pick-up of one large item too large for approved refuse container included in weekly pick-up / per household

xi. Landscape (yard-waste) will be collected each week in an approved landscape waste container as defined in RFP
xii. LRS will collect FOOD SCRAPS mixed in with the yard-waste as part of our landscape /yard-waste Basic Services at no additional charge

2.4 CITYWIDE LANDSCAPE/YARD WASTE DROP-OFF CONTAINERS

On an annual basis, beginning on March 15th, upon the City’s request, LRS will provide a minimum of six (6), 20 cubic yard dumpsters for landscape/yard waste at one or two locations. The service frequency may be specific intervals or as needed. Changes in the location of the containers will be mutually determined between the City and LRS. These containers will be utilized for the sole use of household/service units covered as part of the agreement between LRS and the City of DeKalb. LRS will remove and properly dispose of materials in and around the containers.
2. SCOPE OF SERVICE (CONTINUED)

2.5 CITY FACILITIES COLLECTION PROGRAMS
Office Paper Recycling Programs
LRS will provide office paper recycling at the direction of the City to collect and recycle mixed office paper, generated in buildings owned or leased by the City, form sites to be communicated to LRS by the Director of Public Works. Containers will be provided by LRS as described in the RFP.

Refuse and Recyclables
LRS will furnish dumpsters, containers, and provide refuse and recycle collection on a weekly basis for all City owned facilities, street side/other containers, and other public facilities where ease and frequency of collection is deemed to be in the best interest of the City. These will be submitted and approved by the Director of Public Works. LRS will provide additional containers as requested during the life of the contract. All containers will have non-removable and hinged covers or lids.

2.6 CENTRAL BUSINESS DISTRICT COLLECTION
LRS will provide all services described on page 12 of the RFP pertaining to the Central Business District Collection and will work with the Public Works Staff to evaluate needs for increases or decreases in service by June 30th on an annual basis.
2.7 STREET SWEEPING DISPOSAL
LRS will provide three (3), 20 cubic yard dumpsters in the City’s property storage yard for daily street sweepings. These dumpsters will be emptied on a daily basis during the specified season (April 1st-October 31st). The dates of service are subject to change depending on the weather or needs of the City. If required, appropriate covers or tarps will be provided for rain protection or spillage prevention. *LRS would intend to recycle street sweepings when possible.*

2.8 LEAF COLLECTION AND DISPOSAL
LRS could provide the leaf collection and disposal service. Please note, this service was not priced into our pricing proposal, as we did not have enough data as to the quantity generated and potential number of leaf loads. We have provided a price per ton on the pricing summary page.

2.9 PROPERTY MAINTENANCE CLEAN UP SERVICE
LRS will provide exterior clean-up of refuse in yards for properties at the request of the City. As to the extent we understand the need having to do with foreclosed properties or evictions, which would include household items and various loose refuse, we will remove refuse and properly manage the disposal. This could be a special pick-up and may not fall under the service provided on a regular route (or route day) due to the labor time involved with the nature of the service. We are willing to accommodate the needs of the City, therefore, we will work to tend to these in a timely fashion while providing as thorough as job as possible.

2.10 SPECIAL EVENTS
LRS will provide the services needed for the special events. As reflected in Part 3 of this proposal, LRS has is able to offer the City of DeKalb a variety of services to accommodate special event needs, including all of the services described on page 14 of the RFP.

2.11 ANIMAL CARCASSES
LRS will provide a container for the disposal of animal carcasses. LRS would recommend carcasses are double bagged in plastic as to assist with odor prevention.

2.12 SCHEDULE AND TIME OF COLLECTIONS
LRS will make collections from each service unit within the corporate limits of the City. LRS is able to maintain the current collection route days for Area I, II and III. There will be no deviations from the current pick-up schedule or pick-up times (7 a.m. to 7 p.m.). If any changes were necessary or desired, we will follow the process clearly described in the RFP to address our request.

2.13 SCHEDULE ADHERENCE
LRS will adhere to the schedule described in the RFP. We fully understand and agree to the process described on page 15 of the RFP.

2.14 HOLIDAY COLLECTION
Collection days normally falling on the following holidays may be scheduled for the first working day following the legal holiday, which would include Saturday service, for the holiday week only: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.
2.15 SCHEDULE OF COLLECTION FROM CITY OWNED FACILITIES
LRS will furnish dumpsters and containers and provide refuse and recyclable collection on a weekly basis to all City owned containers.

2.16 COLLECTION VEHICLES
LRS Collection Vehicles, Technology and Maintenance
The vehicles used for collection purposes shall be modern, fully enclosed, leak proof packer trucks. Vehicles are washed frequently and kept clean and neat. Our company information is displayed on each vehicle. LRS adheres and agrees to all stipulations described on page 16 of the RFP pertaining to the collection vehicles that will be used for providing service in the City of DeKalb.

LRS will assign new branded collection vehicles to provide service for residential services. Our collection vehicles will be fully automated with the latest technology.

LRS uses GPS technology in order to track the trucks while in route. In addition to other benefits of GPS tracking, LRS uses this tool to measure opportunities to increase productivity as well as decrease truck traffic when possible. In the Village of Wheaton, LRS was able to reduce the number of trucks used in the Village by two which offers benefits for both the community and the contractor.

In addition to GPS, LRS is currently working to add other valuable technology to help municipalities identify pot holes or geocode specific locations for routing improvements. Our trucks are also equipped with cameras that assist the driver with being able to see all areas surrounding the vehicle. The cameras continuously record providing LRS the ability to monitor and review activities both inside and outside the vehicle at all times.

Every vehicle is frequently cleaned and maintained.

LRS uses multiple methods to ensure every vehicle is kept clean and in very good, safe working condition. Vehicles undergo regular maintenance inspections and routine services in order to keep our fleet in excellent condition. LRS understands the value of keeping trucks in the best possible condition and therefore our fleet maintenance program has a high priority.
Vehicle Condition and Maintenance
Every driver is carefully trained to ensure they have a thorough understanding of the vehicle they are operating. In order to ensure vehicles are in safe and working order, a vehicle condition report is done by the driver before start of each day and at the end of each day. Please see the example to the right of the report that is used on a daily basis as part of our vehicle maintenance program.

2.17 CONTAINER REPLACEMENT
Containers used for all types of disposal will be returned to the location at which they were collected from. Containers will be handled with care to avoid damage. If any contents were to spill into a parkway, premises or street, we will ensure the area is cleaned and left neat in a responsible matter.

2.18 REPLACEMENT OF DAMAGED CONTAINERS
LRS will replace containers that are damaged in the collection process. LRS staff handles all containers with reasonable care to avoid damage. For damages incurred in the collection process, LRS will replace carts at no charge.

2.19 COLLECTION OF UNACCEPTABLE MATERIALS
Unacceptable materials will be managed as described in the RFP and proceeding section pertaining to improperly prepared recycling materials.

2.20 RECYCLABLES COLLECTION
LRS agrees to follow the process described on page 16 of the RFP pertaining to removing items from the City’s recycling program. As we are a recycling company, we are continuously seeking resources and outlets for materials that are not currently recycled.

2.21 COLLECTION POINT
LRS agrees with the collection point(s) as described on page 16 of the RFP.

2.22 COLLECTION CONTAINERS
LRS agrees with the definitions and description of collection containers.

2.23 TITLES TO WASTE
LRS agrees with the description on page 17 pertaining to the titles to waste. We also agree to work with the DeKalb Police Department at any time, taking all steps necessary to permit inspection of the vehicle.
2.24 CUSTOMER EXPERIENCE
Implementation plan

1. Awarded service
2. Meet with City Management to discuss transition
3. Perform site visits at municipal buildings covered under contract
4. Customer Service training related directly to the DeKalb service specifications
5. Operations meeting
6. Marketing materials to City Procurement office for approval
   - Welcome pack
   - Brochure (see sample folder of materials)
   - Single-stream recycling information
7. August 1: City of DeKalb Residents page on LRS website with links to sign up for Questions email link, Twitter announcement, Facebook announcement, Google+ and LinkedIn announcement.
8. Last Thursday and Friday prior to start of contract, residents receive containers. Monday and Tuesday prior to contract start, the carts will be delivered to Monday service customers.
Our office is currently staffed for growth. We have industry veterans in all departments of our company to meet your service support and documentation needs. Our management team will work directly with City personnel and homeowners to ensure customer satisfaction and compliance.

Lakeshore Recycling Systems would provide letters/brochures in advance of a start date that would be approved by the City of DeKalb. We have significant experience in this field with numerous new municipal contracts over the past few years.

All phone calls and electronic communication will be handled by our Customer Service Center. Our team of professionals will work diligently so that all inquiries, questions or issues are fully resolved within 24-hours. Additionally, we house several bilingual customer service representatives to assist with all customers needing this service. All calls will be tracked and reviewed by a Lakeshore manager on a daily basis.

At LRS, we truly value all aspects of customer service. Our experience with similar communities to DeKalb will serve us well.

**Customer Service Day-to-Day**
- **Communication:** LRS will provide company contacts, email addresses and website content for City management and DeKalb residents
- **Hours of Operation:** 7:00 am-6:00 pm (Monday-Friday); 7:00 am-1:00 pm (Saturday)
- **Center Location:** Local Customer Service Center

**Procedures for handling complaints, missed pickups and other customer calls**
Residents may call LRS’ Customer Service Center. Customers can also submit inquiries through a dedicated link that will be set up on our website. Concerns will be addressed immediately by one of our experienced Customer Service Representatives (CSRs). Should a call need to be escalated, a floor leader or one of our two Municipal Managers will be available to assist. All matters will be responded to and/or handled within 24-hours. LRS’ Municipal Managers will also be available for site visits as needed. A manager will review the issues log daily to ensure all customer needs are resolved appropriately and in a timely manner. A Customer Service Manager will review the call log daily for an abandonment rate below 3% and analyze for ways to improve.

**Missed pickups**
Residents can report missed pickups by calling our Customer Service Center. One of our experienced Customer Service Representatives will collect detailed information about the missed pickup, properly document the information and then schedule a recovery pickup. Missed pickup recovery will be dispatched; a recovery pickup will occur the same day or the following day (depending on the time of day the call is received). If the call is received late Friday, the recovery will occur on the following Monday.
2. SCOPE OF SERVICE (CONTINUED)

2.25 PROGRAM EDUCATION
LRS has implemented more new municipal programs than any other service provider in the Chicagoland area over the past seven years and we are experts at educating residents on our services. We use every possible method of communication available to provide residents with the information they need regarding the services we provide. Our Municipal Program Manager and Director of Marketing will work with the City staff on the specific communication methods preferred. We use in person communication, on-line technology to include all commonly used social media outlets, e-mail, and regular mail. LRS will produce materials in English and Spanish as requested by the City of DeKalb.

Customer Feedback
In order to provide exceptional customer service, Lakeshore Recycling Systems looks for areas to evaluate services within our communities and look for ways to improve.

To the right is an example of the survey sent to Village of Glencoe residents to best evaluate current service options and cart selections.

If chosen as the waste hauler for the City of DeKalb, we would create a similar online survey for residents. This survey would then be shared with the Village officials to gauge next steps in service.

Customer engagement
Effective communication goes beyond an annual residential survey. LRS believes that complete education and available resources is a crucial part of our customer base and interaction with our company to better understand our services.

One way LRS works to enhance the public’s understanding of service offerings and available options is through direct mail and written communication.

Below is an example of a postcard that went to residents prior to a new contract’s start date to act as an introduction to the company and familiarize each resident with their newest service partner.
### 2. SCOPE OF SERVICE (CONTINUED)

#### 2.26 QUALITY ASSURANCE AND PERFORMANCE REPORTS

LRS will produce a report on a monthly and annual basis for the City of DeKalb. LRS is continuously seeking to increase recycling rates. We are continuously seeking new technology and metrics that allow us the ability to identify areas that may be improved on for this purpose. We will create a custom report for the City of DeKalb utilizing the metrics as defined in the RFP. The following is an example of a report we produce for a municipality with similar metrics.

**SAMPLE MONTHLY RESIDENTIAL TRACKING REPORT**

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2. SCOPE OF SERVICE (CONTINUED)

2.27 RESIDENTIAL SERVICES OUTSIDE OF THE BASIC SERVICES INCLUDED
LRS will work directly with residents that have special pick-up service needs that are not included in the basic service descriptions. We will negotiate special collection rates and collect directly from residents for any service we are able to provide not included in services paid for through the franchise agreement.

2.28 PARTNERSHIP WITH LOCAL LAW ENFORCEMENT
LRS takes safety very serious. In 2017, LRS rolled out an initiative to partner with local law enforcement as well as provide additional training developed by Homeland Security. As our Cortland staff live and provide daily services in the City of DeKalb, we included the DeKalb Police Department as one of our Partners.

DeKalb Police Department Partnership with LRS (DC Trash)
Earlier this year, an officer from the DeKalb Police Department provided training and methods of communication as well as general information on how we can assist with mitigating crime, for our entire staff. We will continue this partnership as we provide service in DeKalb everyday. Our staff has a deeper level of insight on the specific crime that the DeKalb Police Department is dealing with on a day to day basis.

Here were some of the topics that were covered by the DeKalb Police Officer during a very thorough and detailed presentation and open discussion session:

A. Identifying and Reporting Specific Gang Activity
   This included information and symbols related with known gang members, new gang activity, areas of gang activity, colors worn and graffiti done by specific gang(s) or gang members. Our staff was provided with DeKalb Police Department contacts for reporting suspected gang activity.

B. Identifying and Reporting Illegal Drug Use, Sales or Evidence of Illegal Drug Activity
   This included known illegal drugs prevalent to DeKalb and areas prevalent to illegal drug activity.

C. Information on connecting with applicable watch groups or associations helping to mitigate crime

D. Emergency Response Assistance and Associated Methods of Communication for DeKalb
   Our staff was provided Information to capture and best contact Information for vehicle crashes, fires, and road hazards.

LRS will continue to strengthen our partnership with the DeKalb through our partnership with the Police Department. Our staff will have personal introductions to the Police Officers and we are already established and committed to our partnership.

2.29 FIRST OBSERVER PLUS
LRS provides services all over northern, IL including throughout the entire City of Chicago. We provide services inside parking garages, alleyways and in underground parking areas. In an effort to help mitigate terrorism or acts of extreme violence, our staff will undergo training and be certified through a program developed by Homeland Security referred to as First Observer Plus. First Observer Plus is a successor to a program known as Highway Watch. First Observer Plus teaches on subjects more relevant to the type of terrorist acts that take place today. This program falls in line with the very well-known saying, “If you see something, say something.” LRS is committed to providing our staff with all the tools available to stay safe and help our communities stay safe.
2.30 SAFETY PROGRAM AND TRAINING

Equal Opportunity Employer

Beginning with the LRS executive management, the entire LRS management team and staff are continuously being trained on safety and proper material management. LRS holds daily, weekly and monthly meetings where material management is covered on a regular basis. We ensure safety is a number one priority and always on the forefront of our service programs. In addition, LRS has committed to safely managing materials by partnering with Clean Harbors to properly manage, dispose or recycle household hazardous waste materials.

Our Vice President of Risk Management has been asked to speak to the largest audience of waste service providers in the country this year at the Waste Expo held in Las Vegas, NV. In addition, LRS was awarded the 2017 Biggest Safety Improvement Award by Solid Waste Association of North America (SWANA) for revamping its safety program and expanding safety culture, ranking against all waste company entries in North America. This award was granted in the Communication, Education & Marketing Division, in which LRS displayed exemplary actions in education and communication outreach to revamp the safety program, establish trust within employees and strengthen the safety culture. We take safety and the health of our employees and the general public very serious at LRS.

Safety Culture
LRS has a vital interest in maintaining safe and efficient working conditions for its employees and ensuring that all company vehicles and equipment are properly maintained and operated. **Our current and ongoing safety success has provided us with a workers compensation experience modification rate of 0.75 which is significantly below the average for the waste and recycling industry.**

Our employee handbook of rules, regulations and procedures will be provided upon request.

Safety Program Expansion
In addition to the expansion of Customer Service, LRS expanded the company safety program for internal operations, hiring a Safety Director to facilitate problem resolution and provide preemptive steps to stabilize potential issues that may arise.
3.1 SUSTAINABILITY

a. Composting
Composting has already been mentioned earlier in this proposal.

b. Organic Food Scrap Program – Included with Basic Service
LRS offers the city residents the option to include food scraps mixed in with landscape/yard-waste materials. There is no additional charge for this service. Food scraps include fruit and vegetable remains, bread, cereal, rice, pasta, egg shells, nuts, spices, coffee grounds, and tea bags. Food scraps can be mixed with the seasonal yard waste in bags or approved yard waste containers.

c. Increase Recycling and Landfill Diversion
Lakeshore Recycling Systems does not own landfills and recycling is literally our middle name! We are committed to exploring and discussing methods and different approaches to both increase recycling and divert waste from landfills for the City of DeKalb. As we continue to expand and manage more materials from DeKalb, we will be seeking to insert the technology required to make this desire a reality for the City of DeKalb. The Radio Frequency Identification (RFID) program model has also proven to increase recycling. The carts we will be providing for the City of DeKalb will include RFID technology built into each cart. The benefit of this will be the infrastructure will be in place and available in the future.
3. ALTERNATIVES TO SCOPE OF SERVICE (CONTINUED)

3.2 CENTRAL BUSINESS DISTRICT SIDEWALK RECYCLING

a. Recycling availability downtown visitors
LRS is open to discussing options for increasing recycling availability for the downtown visitors.

3.3 DOWNTOWN BUSINESS RECYCLING
LRS offers commercial and industrial businesses every size container and 24 hour service. We have containers (dumpsters) with lids ranging in size from 1 cubic yard to 10 cubic yards. We can customize services for small spaces, alley ways and work around certain times of the day to accommodate heavy traffic or heavy waste generation times throughout a day. We are able to design and construct compactor units and provide the receiving containers to fit within allocated spaces. Our staff of commercial and industrial professionals offer customers the highest level of training and experience ensuring the most economic and best solutions for managing waste materials. LRS offers commercial and industrial businesses containers and collection services for refuse (waste), recycling, yard-waste/organics, and universal waste. After initial service is established, we will work to evaluate options, by way of waste audits, with the businesses to increase recycling.

3.4 AUTOMATED “PAY-AS-YOU THROW SYSTEM”
The use of Radio Frequency Identification (RFID) as a tool to economize residential waste and recycling service, is one that LRS has embraced.

LRS was the first hauler in Chicagoland (as well as being one of the industry pioneers) to implement an RFID program in the City of Highland Park. Highland Park had been looking for a hauler that could provide solutions and alternatives on several levels: Price, Service and Aesthetics/ Curbside Appeal.

LRS immediately co-opted with one of its valuable cart providers to develop a tailored program for the City. Each cart was affixed with an internal RFID chip, then beta-tested with the readers on the trucks for several months. After calibrating the process, and making sure the execution was sound on all levels, LRS began servicing Highland Park residents on an RFID process with considerable ease and benefit to the City and its residents.

LRS parlayed the success of RFID in Highland Park to an even larger scale in Wheaton, where it has been as equally efficient.
3. ALTERNATIVES TO SCOPE OF SERVICE (CONTINUED)

3.5 ELECTRONIC WASTE (E-WASTE)
Electronic Waste Collection
LRS is offering residents of DeKalb curbside electronic waste collection and disposal on a Pay-As-You-Throw model.

LRS will collect e-waste using a sticker program. Residents will be able to put out as many items as they so choose on the first pickup of each month. We will collect items as follows:
- 10 Stickers= large e-waste items (TV's or Monitors)
- 5 Stickers= brown paper bag or small box of small e-waste items
- 1 sticker= single small e-waste item

E-Waste items include computers, computer monitors, televisions, printers, keyboards, fax machines, videocassette recorders, portable digital music players, digital video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, or small-scale servers.

It should be noted that the pricing proposal requesting a monthly rate including both e-waste and household hazardous waste does not include e-waste. We are offering e-waste disposal using the sticker option only at this time.

3.6 HOUSEHOLD HAZARDOUS WASTE SOLUTION
Household Hazardous Waste
In order to address the need for HHW disposal, we are offering an alternative by way of holding two events for the City of DeKalb residents. We will mutually determine the event dates, times, and locations for these events. We are offering residents to bring the HHW items on the following page in boxes not to exceed 24” (length) x 24” (width) x 24” (height) for the monthly rate as reflected in the pricing proposal. We will work with the City to properly communicate this new service offering to the residents on both our website and the City website.

LRS is currently in the process of finalizing a program to collect household hazardous waste from households. We would like to further discuss how we envision this program will work in the city of DeKalb. We have partnered with a world renown hazardous waste service provider to ensure the collection process meets all licensing and regulatory criteria necessary to properly provide this program.
3. ALTERNATIVES TO SCOPE OF SERVICE (CONTINUED)

For the sole purpose of this proposal, HHW will specifically include the below items.

Acceptable household hazardous waste materials: aerosol paints, ammonia, antifreeze, artists paint, brake fluid, car polish, car wax, carpet and upholstery cleaners, caulk, cleaning compounds, cleaning products, diesel fuel, drain cleaners, fluorescent lamp bulbs, heavy duty-cleaners, herbicides, hobby chemicals, hydraulic fluids, insecticides, kerosene, lawn chemicals, lithium ion-rechargeable (computers, cell phones), mercury containing items (old thermostats, thermometers, switches), nail polish, non-alkaline batteries (zinc carbon) nickel zinc, silver oxide (hearing aids/watches) nickel metal hydride (cell phones), non-regulated (non-controlled) outdated medicines, oil-based paints, oily rags, old gasoline, paint thinners, pesticides, pool chemicals, rust remover, sealer, solvents, spray paint, strippers, tile and shower cleaners, transmission fluid, used motor oil, vehicle or lead acid batteries, wood preservative and wood stain.

Materials that are not considered a household hazardous waste include: alkaline batteries, ammunition, appliances, biological or infectious waste (sharps or needles), containers 6-gallons or larger, DEA regulated substances or controlled substances, explosives, fire extinguishers, fireworks, gas grill propane tanks, gun powder, latex paint, non-propane cylinders (lecture propane cylinders only), radioactive materials, reactive materials requiring stabilization, smoke detectors, tires, unidentified or unknown material(s).
3. ALTERNATIVES TO SCOPE OF SERVICE (CONTINUED)

3.7 YARD-WASTE ORGANICS SUBSCRIPTION PROGRAM

LRS is not offering a yard waste subscription program.

3.8 SPECIAL EVENT SERVICES

LRS encourages feedback and conversation with customers. This past year, we executed a six-month “Public Review” campaign in which we donated $10 per customer review (good or bad) to various charities. This campaign has paid dividends in helping us achieve our goal of better customer service by increasing awareness and providing positive changes throughout the communities we serve.

LRS takes an active approach to community outreach programs—including participation in civic organizations and chambers of commerce. Our Managing Partners and Municipal Managers routinely participate in workshops and seminars that are solid waste and/or recycling-based. We are commonly the keynote speaker at these events.

We will take every opportunity to work with the City of DeKalb as well as its civic partners and schools to continue educating at a grassroots level. Following in the footsteps of DC Trash, who was the chosen service provider for the 2017 DeKalb Corn Fest, Lakeshore Recycling Systems is the chosen service provider for the 2018 DeKalb Corn Fest. We look forward to exclusively providing the services for the portable restrooms, sinks and wash stations, refuse and supporting the boy scouts in their recycling campaign during this event.

As partners to the communities we serve, LRS also considers it important to take altruistic steps that help make local events and programs more successful. This includes participating in parades (LRS has participated in six community parades within the past year), “Touch-A-Truck” programs, street fairs, farmers markets and City-associated events. Additionally, LRS began its volunteer relationship with Special Olympics Illinois, growing the relationship to be a key sponsor in Special Olympics’ Windy City Rubber Ducky Derby Fundraiser, where LRS vowed to match all employee donations to this organization.

In 2016 and 2017, LRS became the main sponsor for the four Chicagoland Lupus Walks, and with the help of LRS partners, families and friends were able to contribute almost $75,000 to Lupus Society of Illinois. By participating in these events, LRS aims to show its dedication not only to the services we provide, but to the community LRS works alongside with.
3. ALTERNATIVES TO SCOPE OF SERVICE (CONTINUED)

3.9 ADDITIONAL SERVICES OF THE COMPANIES OF LRS

**LRS Commercial and Industrial Services**

LRS offers commercial and industrial businesses every size container and 24 hour service. We have containers (dumpsters) with lids ranging in size from 1 cubic yard to 10 cubic yards. We can customize services for small spaces, alley ways and work around certain times of the day with heavy traffic within the service area. We are able to design and construct compactor units and provide the receiving containers to fit within allocated spaces. Our staff of commercial and industrial professionals offer customers the highest level of training and experience ensuring the most economic and best solutions for managing waste materials. LRS offers commercial and industrial businesses containers and collection services for refuse (waste), recycling, yard-waste/organics, and universal waste.

**LRS Contractor and Construction Services**

LRS offers a variety of services to accommodate the needs of contractors and construction companies. We offer roll-off containers ranging in size from 10 yards to 40 yards. We also have a large fleet of semi-dump trucks providing services for excavation and demolition debris. As a recycling company, owning one of Illinois largest construction and demolition recycling processing facilities, LRS takes great measures to ensure we are providing contractors with convenient and suitable options for recycling materials generated on construction sites. We offer LEED Certification’s and monitor materials and quantities on behalf of contractors which is very helpful for contractors who require documentation regarding the disposal. LRS also provides 50 and 100 yard (semi) trailers as well as 100 yard walking floor trailers that are useful for transporting specific types of materials. Our contractors are able to get many of the services they need through LRS. We also provide portable restrooms, sinks and wash stations as well as on-site storage. In addition to the many services we offer for containers and collection, we also provide an easy to use on-line container (roll-off or dumpster) exchange for contractors to easily submit requests.

### a. Roll-off (open top construction style dumpster)

LRS offers a variety of services to accommodate the needs of contractors and construction companies. We offer roll-off containers ranging in size from 10 yards to 40 yards. We also have a large fleet of semi-dump trucks providing services for excavation and demolition debris. As a recycling company, owning one of Illinois largest construction and demolition recycling processing facilities, LRS takes great measures to ensure we are providing contractors with convenient and suitable options for recycling materials generated on construction sites. We offer LEED Certification’s and monitor materials and quantities on behalf of contractors which is very helpful for contractors who require documentation regarding the disposal.

LRS also provides 50 and 100 yard (semi) trailers as well as 100 yard walking floor trailers that are useful for transporting specific types of materials. Our contractors are able to get many of the services they need through LRS. We also provide portable restrooms, sinks and wash stations as well as on-site storage. In addition to the many services we offer for containers and collection, we also provide an easy to use on-line container (roll-off or dumpster) exchange for contractors to easily submit requests.

### b. Pit Stop (portable restrooms)

Lakeshore Recycling Systems has expanded its system-wide service areas to include portable restrooms, the second largest portable restroom business in Illinois. LRS provides safe and sanitary restrooms for any occasion, from construction job sites, to large community events, to outdoor weddings. Our portable restroom expertise allows us to ensure environmentally-friendly solutions with a variety of units and customizable options. All of our units include a white roof that illuminates the restroom even on the darkest of days. LRS’ standard units are a popular option providing all necessary restroom amenities at an economical price. All standard units have the option to be equipped with a crane hook or tow behind trailer.
c. On-site storage
Lakeshore Recycling Systems provides on-site storage to safely and securely store tools, equipment, overstock and general storage needs on-site. This service is especially useful for construction and demolition professionals to store necessary equipment on-site. Available in gray and orange, Lakeshore Recycling Systems’ storage containers are made of thick steel and have large double locking doors for maximum security. Our storage containers are freshly painted white to reflect natural light and provide added visibility to the stored contents. Additionally, we have reflective taping on all sides of our orange containers for easy visibility on-site.

d. Clean sweep – street sweeping
Lakeshore Recycling Systems offers complete street sweeping services to ensure a safer, more sanitary city for municipalities, contractors, new subdivisions, industrial plants and many more. Our street sweeping capabilities prevent the spread of dangerous contaminants into sewer systems and local bodies of water to clean up any city or job site, large or small. Services also aid in the reduction of street maintenance costs. Equipped with blowing machines and vacuums, Lakeshore’s sweeper trucks will safely remove any liquid or solid contaminant. Our state-of-the-art blowing machines allow our trucks to remove any of these dangerous contaminants in hard-to-reach areas, on the job site or in the parking lot.

e. Mulch and Silt Socks
In a strong effort to protect the environment, we provide mulch for homeowners and businesses looking to enhance their landscaping in a green way. Our mulch is made from 100% recycled wood that we take in, which were previously materials from buildings and fences. Our array of recycled mulch options will help customers find the right type for their landscape area. Additionally, LRS has introduced Silt Sock for construction sites, which retain moisture and water after being filled with mulch.
4.0 EQUAL OPPORTUNITY EMPLOYER
LRS is an Equal Opportunity Employer and Prohibits Discrimination and Harassment of Any Kind: LRS is committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. All employment decisions at LRS are based on business needs, job requirements and individual qualifications, without regard to race, color, religion or belief, national, social or ethnic origin, gender, age, physical, mental or sensory disability, sexual orientation, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate. LRS will not tolerate discrimination or harassment based on any of these characteristics.

4.1 DRUG FREE WORKPLACE
It is a policy of Lakeshore Recycling Systems to provide safe working conditions and a healthy work environment. Upon employment, supervisors instruct their employees of general safety regulations and special safety requirements and procedures for their work location. Safety is an essential part of our company’s culture.

Select work areas, like our transfer station facilities, require Personal Protective Equipment (PPE) such as safety glasses, hearing protection or other items. Employees at these facilities are required to wear PPE as a condition of employment.

All employees are expected to cooperate fully by observing LRS’ safety regulations and by taking an active part in protecting themselves, their co-workers and families. Employees are encouraged to establish and maintain a good safety record. Lakeshore Recycling Systems conducts monthly safety meetings across all facilities to address a variety of potential issues and best practices.

The past success and future growth of Lakeshore Recycling Systems is linked by our most important asset: our people. Consequently, Lakeshore Recycling Systems does not tolerate the use of alcohol, illegal drugs or controlled substances in the workplace. Lakeshore Recycling Systems exceeds DOT mandated random drug testing requirements.
4. REQUIRED FORMS / INFORMATION (CONTINUED)

4.2 REFERENCES

Lakeshore Recycling Systems has been part of the expanding northern Illinois community since its inception. As requested, LRS has become the preferred hauler of the following municipalities for their residential services:

- **Chicago Public Schools**
  - Commercial franchise
  - Franchise start date: January 2014
  - Size: 658 schools

- **City of Blue Island**
  - Residential service agreement
  - Franchise start date: June 2017
  - Size: 8,500 households

- **City of Chicago: Blue Cart Program (1 of 6 segment areas)**
  - Residential service agreement
  - Start date: October 2011
  - Size: 125,000 households

- **City of Highland Park**
  - Residential and commercial franchise; includes a state-of-the-art organics program available to residents and commercial businesses
  - Franchise start date: January 2016
  - Size: 11,500 households

- **City of Highwood**
  - Residential and Commercial franchise
  - Franchise start date: May 2017
  - Size: 1,900 households

- **City of Wheaton**
  - Residential franchise
  - Franchise start date: October 2016
  - Size: 14,500 households

- **Village of Bannockburn**
  - Residential and commercial franchise
  - Franchise start date: April 2013
  - Size: 250 households

- **Village of Glencoe**
  - Residential service agreement
  - Start date: February 2016 (recycling); November 2017 (waste)
  - Size: 3,200 households

- **Village of Riverwoods**
  - Residential service agreement
  - Start date: April 2012
  - Size: 1,300 households

- **Village of Skokie**
  - Commercial and residential recycling service agreement
  - Start date: February 2012 (commercial) and June 2016 (residential recycling)
  - Size: 16,000 households

- **Village of Winnetka**
  - Residential recycling service agreement
  - Start date: February 2016
  - Size: 4,200 households

See References for additional contact information.
4. REQUIRED FORMS / INFORMATION (CONTINUED)

City of Wheaton
Mr. John Duguay
Assistant City Manager
303 W. Wesley Street
Wheaton, Illinois 60187
630.260.2033

In October 2016, Lakeshore Recycling Systems commenced a five-year residential waste and recycling contract with the City of Wheaton. The decision to use LRS as its hauler was driven in part by our dedication to cutting-edge technology, specifically through RFID. This technology eliminated the need for stickers on regular waste and recycling containers (except in the case of bulk items) and instead billed the 14,500 households for service on a per-use basis.

City of Skokie
Mr. Max Slankard
Public Works Director
9050 Gross Pointe Road
Skokie, Illinois 60077
847.933.8427

Lakeshore Recycling Systems began its commercial franchise with Skokie in February 2012, and incorporated all of the Condominium buildings’ waste and recycling services in June 2012. Lakeshore Recycling Systems provided a smooth transition for all Skokie businesses, as we exchanged over 4,000 containers from the previous hauler.

In Skokie, LRS provided new equipment and added automation where it didn’t exist. We have also increased the recycling rate by over 30% within the first year of providing service. Effective June 1, 2016, LRS began the recycling contract for over 16,000 homes in the City of Skokie.

City of Highland Park
Ms. Hayley Garard
Assistant City Manager
1707 St. Johns Avenue
Highland Park, Illinois 60035
847.926.1000

In January 2016, LRS commenced its five-year residential waste and recycling agreement with the City of Highland Park. LRS also began its five-year commercial agreement with the City. LRS was the only company that committed the time and resources to implement an RFID program. Under this chip-based system, more than 4,100 volume-based residents of the 9,200 Highland Park homes are now upgraded to a PAYT system that is less expensive, less cumbersome and more efficient. Also notable is the aesthetic impact our carts have made on the community.
4. REQUIRED FORMS / INFORMATION (CONTINUED)

City of Winnetka
Mr. Steven Saunders
Director of Public Works
1390 Willow Road
Winnetka, Illinois 60093
847.716.3568

In February 2016, Lakeshore Recycling Systems commenced a five-year residential recycling agreement with the City of Winnetka. This contract process was partnered and considered with the City of Glencoe. Like the City of Glencoe, the City of Winnetka based its decision to contract with LRS largely on its ability to deliver the highest level of service to its 4,000 residents, and provide community outreach programs that will be difference-makers in improving recycling rates.

City of Bannockburn
Mrs. Maria Lasday
City Manager
City of Bannockburn
2275 Telegraph Road
Bannockburn, IL 60015
847.945.6080

Beginning April 2013, Lakeshore Recycling Systems became the residential waste and recycle hauler for the City of Bannockburn. Bannockburn uses a subscription service. Residents are billed directly for waste and recycling. Organics and extra waste beyond what fits in provided containers are picked up when stickers are affixed to those items or bags/containers.

City of Riverwoods
Mr. John Norris
Mayor
300 Portwine Road
Riverwoods, IL 60015
847.945.3990

LRS became the residential hauler for the City of Riverwoods in April 2012. We have effectively found new ways to streamline and improve service.

Riverwoods uses a subscription service. Residents are billed directly for waste and recycling. Organics and extra waste beyond what fits in provided containers are picked up when stickers are affixed to those items.
Highland Park

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
847.432.0800
cityhpil.com

Please accept this letter as a strong recommendation for Lakeshore Recycling Systems (LRS).

The City of Highland Park contracted with LRS beginning January 1, 2016 for our commercial/multi-unit dwelling and our residential refuse and recycling. LRS was unanimously recommended by a committee that consisted of staff and an elected official liaison based on the wide variety of services they offer including composting, electronics recycling, yard-waste collection, plus their customer service and fee structure.

City staff worked very closely with LRS professionals to establish a comprehensive transition plan that included a significant amount of internal and external communication. LRS staff was extremely responsive, professional and managed the process extremely well.

If you have any questions, please feel free to contact me at 847.926.1000 or gneukirch@cityhpil.com. Best wishes on your review and selection process.

Sincerely,

[Signature]

Ghida S. Neukirch, CM
City Manager
I am writing this letter as a testimonial to the excellent residential waste, recycling and yard waste service Lakeshore Recycling Systems (LRS) has provided the City of Wheaton since the outset of our contract in October 2016.

We have very high standards and expectations on behalf of our residents, and the waste and recycling RFP criterion issued in the summer of 2016 reflected that.

We received thirteen (13) different proposals from five (5) different companies during our process. Of all the companies to submit bids (including the incumbent hauler), LRS’ was not only the most compelling in terms of cost, but as importantly, in value proposition service-wise. As we receive monthly detailed reports, there are an extremely small number of complaints, and residents are paying approximately 50% less on average than they paid with our previous collection system/hauler.

LRS’ aggressive approach to increasing recycling rates and participation, as well as service in general, was laid out in detail through their true “pay-as-you-throw” model that used RFID technology to track collection and bill customers. No other hauler was able to provide a program which the City envisioned that was similar to this.

Also of note was LRS’ ability to seamlessly transition service to a community of our size. The Wheaton community is comprised of almost 15,000 homes who experienced a near turnkey implementation.

The program has been very beneficial to Wheaton residents and LRS is a great company for our administrative staff to partner with. They have surpassed expectations.

I strongly recommend LRS to any other community. If you have any specific questions, please do not hesitate to reach out to me at 630.260.2033 or jduguy@wheaton.il.us.

Sincerely,

[Signature]
John Duguy
Assistant City Manager

Wheaton City Hall • 303 W. Wesley Street • Wheaton, IL 60187-0727
(630) 260-2000 • Fax (630) 260-2017 • TDD (630) 260-8090
Mayor – Michael J. Gresk • City Manager – Michael G. Dugan
City Council – Michael Barbier • Suzanne Fitch • John Prendiville • John Rutledge • Todd Scatzo • Phil Suedt
April 2018

Ms. Katie Neary
Municipal Manager
Lakeshore Recycling Systems
6132 Oakton St.
Morton Grove, IL 60053

Katie,

I wanted to take this opportunity to share some feedback relative to our new contract with DC Trash. In the months leading up to the expiration (7/31/17) of our previous contract for waste hauling services, the Village of Montgomery had not planned to change vendors for this service. We were generally satisfied by the service provided by the previous vendor. However, as part of my due diligence, I began comparing the programs of our neighboring communities. We had always admired the Sugar Grove agreement, as it provided more service at less cost to the residents.

In digging deeper, I learned that Sugar Grove had recently just improved upon what was already an attractive contract, by approving a new contract with a virtually unknown vendor, DC Trash. I quickly looked up DC Trash and made a call, Nicole answered the phone on the first ring, she was friendly, knowledgeable, and showed immediate interest in helping me. I found that experience a bit unique given the lack of customer service in so many other areas of business. She quickly put me in touch with the right people and over the course of a 45-minute phone call, I learned that we too could likely improve the service level for our residents, reduce their monthly costs, and solve some long-standing issues related to the refuse and recycling program.

I presented this information to the Village Board and with the help of DC Trash representatives, it quickly became apparent that the temporary inconvenience related to changing vendors was far outweighed by the cost savings, service levels, and professionalism that DC Trash offered. Your team provided all the necessary information to our residents, we gave residents options with regards to the size of their refuse and recycling carts, and your team coordinated the delivery of carts to all our residential customers. While, large scale changes always cause some anxiety for all involved, once the dust had settled, some of our most vocal residents had voiced their pleasure with the new program.

Everyone I come in contact with from DC Trash is professional, friendly, and ready to help. I recently attended an early morning safety meeting at your facility, during my visit every team member came up to me and introduced themselves, many of them expressing their genuine gratitude to be able to serve the people of Montgomery. I am not only impressed with your team, I would hire anyone of them! I would love to know you're secret for hiring and training good people, as you appear to have that mastered. You provide detailed reports and frequent quality assurance checks via emails inquiring about how the program is going. You have saved Montgomery residents over $500K through this multi-year contract, furthermore your improved service has saved the village with regards to fly dumping and brush collection.

Thank you again for all of your help,

Todd Hoppenslebdt
Director of Public Works
4. REQUIRED FORMS / INFORMATION (CONTINUED)

4.3 ORIGINAL REQUEST FOR PROPOSAL, REQUIRED CERTIFICATIONS & FORMS, AND ADDENDUMS

Lakeshore Recycling Systems has provided the original forms provided by the City on the following pages.
SECTION II: SERVICE PROVISIONS

INTENT:

It is the City's intent to obtain clean, courteous, well-scheduled and well-executed curbside refuse, recyclables and landscape waste collection, disposal and/or processing for service units in the City of DeKalb. In addition, it is the City's intent that the most up-to-date technical equipment be utilized to provide services in the most cost effective and efficient manner possible.

The City shall require each service unit, as defined herein, to either receive the City's basic service or submit written documentation to the City, on a form provided by the City, how the service unit is disposing of the refuse being generated from the site. The service unit shall not be allowed to use or contract directly with, another waste disposal contractor to conduct disposal services described in the “Basic Services” section below.

All services provided herein shall at all times be in full compliance with all local, state and federal laws, rules, regulations and licensing provisions.

BASIC SERVICES:

CURBSIDE AND ALLEY COLLECTION PROGRAMS:

The Contractor agrees to furnish all labor, materials and equipment to offer basic service, as defined herein, to each service unit within the corporate limits of the City of DeKalb. One day of service per service unit per week shall be utilized to accomplish all of the residential collection as required by this Contract. The cost for basic services shall be in accordance with Exhibit A attached hereto and incorporated herein.

The Contractor shall deliver and provide, at no charge, one 96-gallon tote to all households covered under the contract. Upon initiation of the contract, residents in multi-family units, attached units, or senior citizens may request a 65-gallon or 35-gallon tote in the place of the 96-gallon Tote. Upon the customer's request, additional tote can be provided for a monthly rental fee as to be mutually determined.

The Contractor shall provide one (1) sixty-five (65) gallon capacity approved recycling containers to all households covered under the contract. Upon initiation of the contract, residents in multi-family units, attached units, or senior citizens may request a 35-gallon tote in the place of the 65-gallon tote. All recycling totes will have a different color lid or be easily and immediately distinguishable as being exclusively for recycling.

Each service unit may set out for collection each week an unlimited number of “approved refuse containers” full of garbage/refuse material during any given week. Any containers in addition to the Contractor issued tote shall weigh less than fifty (50) pounds and shall be less than thirty-two (32) gallons in size.

Recyclable materials are to be set out for collection each week in an approved recycling container.

Each service unit may set out for collection each week up to two (2) bulk refuse items per week. Bulk items are defined below.

- Curbside pick-up of one “White Good” per week such as stoves, washers, dryers, and refrigerators.
- Curbside pick-up of one item too large to be placed in an approved refuse container.
Bulk refuse items shall be collected by the Contractor either on or within one (1) day of the regularly scheduled refuse collection day.

Landscape waste collection shall be provided by the Contractor once per week at a minimum between April 1 and November 30 of each year during the term of this Contract.

**CITYWIDE LANDSCAPE/YARDWASTE DROP-OFF CONTAINERS:**

Beginning March 15 of each year, upon the City's request and at no cost to the City, the Contractor shall provide at least six (6) twenty (20) cubic yard minimum-sized landscape/yard waste drop-off containers at one (1) to two (2) locations to be mutually determined and serviced at some specific interval, or more often as needed. Changes in the location of the containers shall be upon mutual agreement of the City and the Contractor. The Contractor shall provide these containers for the sole use of service units participating in the City's curbside refuse, recycling, landscape waste collection, processing and/or disposal programs. Contractor shall remove all landscape waste debris including all other waste types regardless of what kind of material from around the collection containers when they are emptied. Contractor shall remove and properly dispose of landscape waste contained in unapproved plastic bags, which are placed in or adjacent to the collection containers.

**CITY FACILITIES COLLECTION PROGRAMS:**

1) **Office Paper Recycling Programs.** The Contractor agrees to provide an office paper recycling program at the direction of the City to collect and recycle mixed office paper, generated in buildings owned or leased by the City, from sites to be communicated to the Contractor by the Director of Public Works. Containers for storage of mixed paper, suitable for an office environment shall be provided by the Contractor to the City per the payment schedule. The Contractor will furnish a regularly scheduled weekly collection service to all buildings leased or owned by the City.  (See Exhibit B City-owned Public Facilities)

2) **Refuse and Recyclables.** The Contractor must furnish dumpsters and containers and provide refuse and recyclables collection at a minimum on a weekly basis, to all City-owned, street side and other containers, and other public facilities where ease and frequency of collection is deemed to be in the best interest of the City. The City shall specify locations and size, but arrangements for and approval of the above must be submitted to the Director of Public Works. The City reserves the right to add additional dumpsters and containers during the life of this Contract. All dumpsters furnished by the Contractor shall be equipped with non-removable hinged covers or lids (See Exhibit B).

**CENTRAL BUSINESS DISTRICT COLLECTION:**

1) The City of DeKalb has established a Central Business District Refuse Program for the properties located at 100-399 East Lincoln Hwy, 122 North First Street, 110 & 122 South First Street, 100-135 North Second Street, 102-140 South Second Street, 106-155 North Third Street and all of Palmer Court.

2) The Central Business District Refuse Program shall be evaluated annually by the parties by June 30th. Such evaluation will determine the need for any increase and/or decrease in the number of refuse containers beyond the existing number needed in the program as of the date of this Contract.

3) The cost of refuse and recyclable pickup shall be billed directly by the Contractor to the owner or tenant of each service location within the Central Business District Refuse Program. The Contractor
shall charge the price quoted in Exhibit A attached hereeto and incorporated herein. The Contractor agrees to observe and abide by all applicable laws regarding this debt collection.

4) Six (6) central refuse collection areas are in place as of the date of this Contract. If there is a need for any more collection areas, it will be mutually agreed upon by the City and the Contractor. See Exhibit C, “Central Business District Dumpster Locations” attached hereto and incorporated herein.

5) **Refuse and Recyclables.** The Contractor must furnish dumpsters and containers and provide refuse and recyclables collection at a minimum on a weekly basis, to all City-owned, street side, Central Business District containers and other containers where ease and frequency of collection is deemed to be in the best interest of the City. The City shall specify locations and size, but arrangements for and approval of the above must be submitted to the Director of Public Works. The City reserves the right to add additional dumpsters and containers during the life of this Contract. All dumpsters scheduled for use or used due to mutual agreement between the Contractor and the City shall be furnished by the Contractor at no cost to the City. All dumpsters furnished by the Contractor shall be equipped with non-removable hinged covers or lids. See Exhibit C, “Central Business District Dumpster Locations” attached hereto and incorporated herein.

6) Collection service shall consist of three (3) days per week refuse removal, and three (3) days per week collection of commingled recyclables. The Contractor shall submit a schedule to the City for the collection services covered under this Contract within seven (7) days after the Contract goes into effect.

7) The City agrees that the Contractor shall be the exclusive waste hauler for the properties located within the Central Business District Refuse Program, as described in the City of DeKalb’s Municipal Code, Chapter 15, Section 15.10, c).

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**STREET SWEEPING DISPOSAL:**

The Contractor shall provide three (3) 20-yard dumpsters in the City’s property storage yard at 1510 State Street, for the daily accumulations of street sweepings. These dumpsters shall be removed/emptied and replaced daily during the street sweeping season. These dumpsters may require lids if EPA permit requirements mandate these for rain protection to avoid liquid spills. The dumpsters shall be provided between April 1 and October 31 of each year, but these dates will be subject to change based on weather and the needs of the City. Please see Exhibit D for street sweeping disposal quantities.

**LEAF COLLECTION AND DISPOSAL:**

Contractor shall provide two (2) drop-off leaf containers at no cost to the City. One leaf container must be located within 3 miles of the western side of the City using 1st Street as the eastern boundary. The second container must be within 3 miles of the eastern side of the City using 1st Street as the western boundary. Leaves will be picked up and hauled away by the Contractor daily or when stockpiles of leaves exist during leaf pick up season (September through December). The Contractor will provide written notice to the City if the location of either site changes during the term of this Contract. These sites will be needed from September 1 through Dec 31, but dates may change based on weather.

By way of background, the City of DeKalb collects leaves from the residential parkways of the community when they have been placed there by the residents. This program takes place in November and may carry into December or start as early as mid-October. Every day as the leaf collection trucks fill, these trucks take the leaves to a place to dump the leaves and return to service. It is expected that these leaves will be taken by the
Contractor. The mileage requirement stated above is to provide a location where full trucks can quickly drop their load and return to service. The City is open to suggestion on modifying this program, but the fundamentals of curb-side leaf collection must remain.

**PROPERTY MAINTENANCE CLEANUP SERVICE**

The Contractor shall provide a price for the cleanup of yards or the exterior of properties at the request of the City. The City will be the payer of last resort. The Contractor shall make every effort to collect this sum from the property owner before billing the City. The intent of this clause is to handle the yards of foreclosed properties where the property owner places the renter’s property onto the yard for disposal.

**SPECIAL EVENTS**

The Contractor shall provide disposable refuse containers and collection for special events. While the events may vary from April through November, this shall include at least forty (40) 10-yard roll-off containers for use by the City each year as well as disposable trash receptacles, liners, and the service to remove the trash from the receptacles. The city also requires will require up 20 port-o-lets and 5 hand wash stations, for a duration of not more than a week, once monthly between April and November.

The City reserves the right to solicit quotes and employ the services of competing waste disposal contractors for waste disposal services for Special Events scheduled or sponsored by the City. Said services may include but not be limited to port-o-lets, recycling or refuse disposal containers. Contractors are encouraged to note where they have alternative services available.

**ANIMAL CARCASSES**

The Contractor should provide a container for the disposal of animal carcasses or outline a process for the safe, hygienic and prompt disposal of carcasses.

**COLLECTION:**

**SCHEDULE AND TIME OF COLLECTIONS:**

The Contractor agrees to make collections from each service unit within the corporate limits of the City. The City of DeKalb shall be divided into three (3) collection areas. A map of the City of DeKalb designating the three collection areas is attached hereto and made a part of this Contract as Exhibit E Garbage Collection Areas. In no case shall collections begin prior to 7:00 a.m. nor continue past 7:00 p.m. Any collections beyond this time frame must be with the express permission of the Director of Public Works in advance of any collection outside of the normal hours.

The schedule of collection from the three areas is as follows:

- **AREA I**  Wednesday
- **AREA II**  Thursday
- **AREA III**  Friday
The collection schedule shall not be changed without the prior written consent of the City, nor without giving a minimum of thirty (30) days written notice to all parties affected by publishing an advertisement twice per week, for two consecutive weeks, in a local newspaper (with all costs of publication and notice borne by the Contractor).

Failure of the Contractor to maintain said collection schedule will be considered a breach of this Contract and grounds for immediate termination of this Contract pursuant to the default provisions. One day of weekly service per service unit shall be provided to accomplish all of the service unit collections as required by this Contract. Landscape waste collection shall be provided by the Contractor at a minimum of once per week between April 1 and November 1 of each year during the term of the Contract, except for collection of Christmas trees, which shall be collected as described herein.

**SCHEDULE ADHERENCE:**

If at any time during the course of this Contract the Contractor shall collect any section of the City on a day other than scheduled, the City shall notify the Contractor that it is in violation of this Contract. If a similar violation should occur once more within a three-week period following the week of the original violation, the City will notify the Contractor by certified mail and withhold any further payment due under this Contract until the Contractor has furnished evidence satisfactory to the City that the Contractor has taken necessary precautions to prevent further violations. Delays that are occasioned by holidays or by daily precipitation of one inch or more of rain, or six inches or more of snow may not be considered as violations.

**HOLIDAY COLLECTION:**

Collection days normally falling on the following holidays may be scheduled for the first working day prior to or following the legal holiday, or Saturday, as necessary for that week only:

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memorial Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas</td>
</tr>
</tbody>
</table>

The Director of Public Works must approve any changes to the holiday collections in writing in advance. The Contractor shall be responsible for providing public notification to service units at least two full calendar days in advance of any rescheduled collections due to observance of legal holidays.

**SCHEDULE OF COLLECTION FROM CITY-OWNED FACILITIES:**

The Contractor must furnish dumpsters and containers and provide refuse and recyclables collection at a minimum of a weekly basis to all City-owned street side and other containers, and other public facilities where ease and frequency of collection is deemed to be in the best interest of the City of DeKalb.

**COLLECTION VEHICLES:**

All vehicles used for collection purposes shall be modern, fully enclosed, leak proof packer-type with self-contained mechanisms to compress the material collected. All vehicles shall be kept clean and neat. Vehicles shall be labeled with the Contractor’s name, address and telephone number. All vehicles shall be kept watertight. Drain plugs, if
available, shall be kept closed except during collections in rainy weather. A vehicle identification number shall be printed clearly on each vehicle.

All of the recycling and collection equipment must be maintained and operated in compliance with all local and state statutes, ordinances and regulations to assure the safety of the collection crew and residents of the City. All collection equipment shall be covered and secured to prevent material blowing, leaking, or falling out during transit.

Should the Contractor desire to use different vehicles or those with extra-large capacity, specific written approval of the specific vehicle shall be obtained from the Director of Public Works and only after weight restrictions are complied with in addition to satisfactory demonstration of the vehicle on the streets and alleyways of the City. Vehicles found to be overweight are subject to a liquidated damages penalty.

**CONTAINER PLACEMENT:**

The Contractor shall return all containers at each stop to the location at which they were found. Containers are to be handled with reasonable care to avoid damage. Any contents spilled on the parkway, premises or streets are to be cleaned up immediately by the Contractor's employees in a responsible manner.

**REPLACEMENT OF DAMAGED CONTAINERS:**

The Contractor is responsible for damages resulting from the careless handling of any receptacle. All containers, which suffer damage caused by the Contractor, shall be replaced by the Contractor at no extra charge to the user or to the City. The containers so supplied shall become the property of the property owner.

**COLLECTION OF UNACCEPTABLE MATERIAL:**

The Contractor may refuse to collect unacceptable material as defined herein.

**RECYCLABLES COLLECTION:**

The Contractor must make a written request seeking permission from the City prior to removing any items currently included in the City's recycling collection program, as defined herein. The request must be made at least thirty (30) days prior to the Contractor's desired removal date. The City has the right to approve or deny permission to remove any item from the list of recyclables. The Contractor is encouraged to add items to the approved recycling collection program at any time.

**COLLECTION POINT:**

The Contractor is responsible for public street/alley pick-up of all service units participating in the City's basic service program, in such locations as shall be designated by and acceptable to the City. In addition, the Contractor is responsible for the collection of public litter containers located throughout the community, as defined by Exhibit F, attached hereto and made a part of this Contract. Service units are responsible for placing approved refuse, recycling or landscape waste containers close to but not encroaching upon the public street/alley abutting the property and shall not be more than two (2) feet from the public street curb/alley and easily accessible to the collector. All refuse storage areas shall be maintained by owners and operators in a clean condition.
During the term of this Contract, the City may require service units, whose basic service collection point is currently in an alley, to move their collection point from the alley to either their front or side curb. If the City decides that adjustments in the collection points are warranted, the Contractor shall be bound by those adjustments. The City will notify the Contractor at least thirty (30) days prior to any planned adjustments in service unit collection points.

**COLLECTION CONTAINERS:**

1) Approved Refuse Containers. Refuse shall be placed out for collection in approved refuse containers as defined herein. The Contractor shall not be required to collect refuse unless it is in an approved container or is self-contained and placed out for collection as herein specified.

2) Approved Landscape Waste Containers. Landscape waste shall be placed in approved landscape waste containers, as defined herein, or securely tied with string or baler’s twine and in bundles not to exceed four (4) feet in length and fifty (50) pounds in weight per bundle. Limbs and branches shall not exceed four (4) feet in length and/or exceed three (3) inches in diameter per limb or branch. The Contractor shall not be required to collect landscape waste material that is commingled with refuse.

3) Approved Recycling Container. Recyclables shall be placed out for collection in an approved recycling container as defined herein. The recycling containers supplied by the Contractor shall remain the property of the Contractor.

Service units may lease additional recycling containers, beyond the recycling tote listed above for a monthly rental fee as to be mutually determined.

The Contractor agrees that it shall promptly replace recycling containers, at its expense, when notified by a service unit that said container is lost, stolen or damaged, during the term of this Contract. The Contractor shall leave the container at the point of collection. The Contractor may elect to repair a damaged container. However, the damaged container must be repaired to a "like new" condition in terms of operation and function.

The Contractor shall not be required to collect recyclables unless they are placed in an approved recycling container, or in the case of newsprint/plastic containers, placed on top of other items in said container(s) or neatly placed alongside said container(s) and as otherwise approved herein.

**HISTORIC VALUES**

Please see Exhibit D for historical values.

**TITLES TO WASTE:**

All refuse, landscape waste and recyclables placed for collection by a service unit user shall become and be the property of the Contractor as soon as the same is placed in the Contractor’s collection vehicle. The includes rights to revenue generated from the sale of recyclables. It is expected that reductions based on sale of recyclables are in the base costs.

The successful bidder agrees to work with the DeKalb Police Department upon request to inspect or take possession of any refuse or recycling deemed of interest by the Police Department. The successful bidder shall also agree to undertake any steps requested by the City's Police Department to permit the inspection of all or any portion of any vehicle being used to haul refuse in the City of DeKalb at any time, upon request.
SECTION III GENERAL ADMINISTRATION AND CONDITIONS

CONDITIONS:

PROTECTION AND RESTORATION OF PROPERTY:

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor is responsible for the repair of damage or destruction of property of any character, within a reasonable time period, resulting from neglect, misconduct, commission or omission in the Contractor’s manner or method of execution or non-execution of the work, or otherwise arising out of or relating to Contractor’s work, vehicles, personnel or processes, or caused by defective work or the use of unsatisfactory materials and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of this complied with. Whenever the Contractor damages or destroys public or private property, the Contractor shall notify the Department of Public Works, concerning such damage, within the twenty-four (24) hour period following such incident. The Contractor shall comply with applicable legal requirements for reporting vehicle accidents and collisions. Any vehicle accident or collision occurring within the City shall be immediately reported to the City Police Department.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at the Contractor’s expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or shall otherwise make good such damage or destruction in an acceptable manner to the City. If the Contractor fails to do so, the City may, after expiration of forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any compensation due, or which may become due the Contractor under this Contract.

The restoration of grassed areas shall be inclusive of any necessary topsoil grading and sodding. The restoration or payment of damages for fences, trees, or shrubs shall be by mutual agreement between the property holder and the Contractor. If mutually agreed, the Contractor may pay damages for fences, plantings, trees or shrubs to the property holder. If the Contractor and the property holder elect the payment of money damages, then the Contractor shall furnish written documents to the City indicating the mutual agreement to the type of damages being compensated for, the amount of damages paid and acknowledgement of receipt of the money damages by the property holder concerned. The Contractor shall furnish the City with the property holder’s release of liability of the City for damages whether damages are compensated for by restoration or money damages.

DEFAULT:

If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, and in the opinion of the Director of Public Works, there has not been sufficient cause to justify such lack of observance, the City shall serve written notice either by certified mail or by personal delivery to the legal premises shown on the “Notices” paragraph below. The Contractor shall be in default if the Contractor does not re-establish the schedule within twenty-four (24) hours of said notice. If, at the end of the twenty-four (24) hour period, the Contractor has not made the necessary correction, the City shall take steps, as necessary, to provide services according to the collection schedule set forth below. The Contractor shall be liable for any costs of such steps from the date of the notice of default. The Contractor shall also be liable for a penalty charge of $10,000.00 per week
for each week, or part thereof, following said notice of default. Said penalty may be deducted from payments due under the Contract or collected by separate action.

**ADJUDGED BANKRUPT:**

In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the Contract shall immediately terminate and in no event shall the Contract be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall become insolvent, or fail to meet its financial obligations, then the Contract may be terminated at the option of the City upon five (5) days written notice to Contractor and in no event shall the Contract be or be treated as an asset of the Contractor after the exercise of said option. The Contract is not assignable by the Contractor, either voluntarily or involuntarily, or by any process of law, except as provided herein, and shall not be or come under the control of creditors, or trustee or trustees of Contractor in case of bankruptcy or insolvency of Contractor but shall be subject to termination as above provided.

**TERMINATION:**

The City of DeKalb shall notify the Contractor in writing of any breach of the Contract by the Contractor. In the event that the City determines that the Contractor has breached the Contract pursuant to the section labeled “Default” above, the City reserves the right to seek any legal or equitable remedy available to address the breach and any damages incurred by the City (or its residents) as a result thereof. Without limiting the foregoing remedies, the Contractor agrees that it shall be liable and responsible for the additional cost, if any, incurred by the City in obtaining replacement performance of the services contemplated by the Contract for the balance of the then-current term thereof, in addition to any other costs or liabilities of the Contractor.

**NON-COLLUSION:**

In agreeing to the terms of this Contract, the Contractor declares that the only persons or parties interested in this Contract as principals are those named herein; and that the Contract is made without collusion with any other person, firm or corporation.

**PERSONAL INVESTIGATION:**

The Contractor shall satisfy its need for information by personal investigation and by such other means, as it may believe necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No verbal information derived from the Department of Public Works, or any other City department or personnel, shall relieve the Contractor from any risk or from fulfilling all the terms of this Contract.

**TAXES, LICENSES AND PERMITS:**

The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the City or Contractor in connection with the Contractor’s facilities and the work included in this Contract and shall obtain and pay for all licenses, permits, certificates of authority and inspections required for the work.
NOTICES AND CONTACT PERSON:

CONTRACTOR:

Contact Name: Tim Holdeman
Address: City of DeKalb Public Works
1216 Market Street
DeKalb, IL 60115

NON-BARRIMENT FROM BIDDING:

The Contractor shall certify that it has not been convicted of bribery or attempting to bribe an office or employee of the state of Illinois, nor has the firm made an admission of guilt of such conduct, which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The Contractor further certifies that it is not barred from entering into this Contract as a result of a conviction for the violation of the state law prohibiting bid-rigging or bid rotating.

INSURANCE:

1. CONTRACTOR’S RESPONSIBILITY TO MAINTAIN INSURANCE:

The Contractor shall maintain during the term of this Contract, Commercial General Liability, Public Liability, Automobile Liability and Property Damage Insurance protecting it from all personal injury claims, including death and destruction of or damage to property arising out of or in connection with any operation under this Contract, whether such operations be by the Contractor, any Subcontractor, or anyone directly or indirectly employed by the Contractor or Subcontractor.

The Contractor’s Public Liability and Property Damage Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated below or any applicable state statutory limits, whichever is greater. This insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles.

The Contractor shall purchase and maintain during the life of this Contract, Workers Compensation Insurance written in conformance with all current laws of the state of Illinois. Employer’s Liability Insurance shall be purchased, and maintained during the life of this Contract, in the statutory amount pursuant to law.

2. HOLD HARMLESS AGREEMENT – INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the City of DeKalb, its officials, agents, employees, contractors and volunteers from and against any and all claims, damages, losses and expenses, including attorneys’ fees and court costs, arising out of or resulting from the performance of
the work under this Contract, provided that any such claim, damage, disease or death, injury to or
destruction of tangible property including the loss of use resulting therefrom which is caused in whole or
in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone
directly or indirectly employed by any of them or anyone for whose act any of them may be liable,
regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor assumes full responsibility for and shall indemnify the City for any and all loss or damage
of whatsoever kind and nature to any and all City property, including any equipment, supplies, accessories
or parts furnished, while in the Contractor’s custody or care for storage, repairs or services to be
performed under the same terms of this Contract resulting in whole or in part from the negligent acts or
omissions of the Contractor, any Subcontractor, or any employee, agent or representative of the
Contractor or Subcontractor.

In any and all claims against the City of DeKalb, its officials, agents, employees, volunteers, by any
employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or
anyone for whose acts any of them may be liable, the indemnification obligation under the above
paragraph (1) shall not be limited in any way by any limitation on the amount or type of damages,
compensation or benefits payable by or for the Contractor or any Subcontractor under Worker’s
Compensation acts, disability benefit acts or other employee benefit acts, and Contractor expressly
waives any right of offset, set aside or defense under Kotecki or other similar cases.

3. ADDITIONAL INSURED:

The Contractor shall include the City of DeKalb as an additional primary and non-contributory named
insured on all insurance policies and shall provide written proof thereof. All insurance premiums shall be
paid on time by the Contractor, without cost to the City. This proof shall be provided to the City annually.
The insurer shall be licensed to do business in the State of Illinois and shall have a BEST rating of A- or
better.

4. MINIMUM LIMITS OF LIABILITY:

The limits of liability for the above required insurance shall not be less than the following:

- Bodily Injury, Each Occurrence $1,000,000.00
- Bodily Injury, Each Aggregate $3,000,000.00
- Property Damage Liability $1,000,000.00
- Worker’s Compensation Statutory
- Environmental $3,000,000.00

The above-required insurance policies may be provided through any combination of primary coverage and
umbrella insurance policies, provided that in the aggregate, each form of policy required has coverage
meeting the minimum liability limits described above.

5. AUTOMOBILE LIABILITY AND PROPERTY DAMAGE INSURANCE:
Automobile liability and property damage insurance including employee’s non-ownership liability and hired automobile insurance shall be obtained and maintained in force for the duration of this Contract by the Contractor. Insurance shall be in the amount of the following minimum coverages:

- Bodily Injury, Each Person $1,000,000.00
- Bodily Injury, Each Aggregate $2,000,000.00
- Property Damage Liability $1,000,000.00

6. CERTIFICATE OF INSURANCE:

A Certificate of Insurance on the standard “Accord” form attesting to the respective insurance coverages shall be filed with and approved by the City of DeKalb prior to execution of this Contract. No policies shall permit termination or modification without at least thirty (30) days prior written notice to the City. A new Certificate of Insurance shall be filed with the Director of Public Works at least thirty (30) days prior to the expiration or termination of an existing Certificate of Insurance.

7. RIGHT TO RECOVERY:

Nothing in the above paragraphs shall be considered to preclude the City from receiving the benefits of any insurance policy the Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to City property. The Contractor shall do nothing to prejudice the City’s right to recover against third parties for any loss, destruction or damage to City property, and upon the request of the City, shall, at the City’s expense, furnish to the City all reasonable assistance and cooperation (including assistance in the prosecution of any legal claim and the execution of instruments of assignment in favor of the City in obtaining recovery).

8. NOTICE:

The amount of insurance required herein shall in no way limit the amount of insurance which the Contractor may carry and in no way limits the liability of the Contractor for any and all liability of the Contractor in connection with this Contract. The Contractor shall give written notice to the City of any claim against the Contractor for damages or injury to persons or property within thirty (30) days after knowledge of such claim. Failure to give such notice in a timely fashion shall not affect Contractor’s liability hereunder.

9. COMPLIANCE:

The Contractor shall comply with all laws, ordinances and regulations (federal, state, county, City or otherwise) covering work of this character and shall include all costs, if any, of such compliance in the prices to be paid under this Contract.
EQUAL OPPORTUNITY – AFFIRMATIVE ACTION:

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ACT:

Contractor shall comply in all respects with the Equal Employment Opportunity Act. As the Contractor has 15 or more employees, it is required to have an Affirmative Action Plan, which declares that the Contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. Findings of non-compliance with applicable state and federal equal opportunity laws and regulations shall be sufficient reason for revocation or termination of this Contract by the City.

No person shall be refused or denied employment in any capacity on the grounds of race, creed, color, sex or national origin, nor be discriminated against in any manner by reason thereof, in connection with contracting for or the performance of any work or service of any kind, by, for, on behalf, or for the benefit of the City. The City reserves the right to add protected classes of individuals to this Contract at any time.

During the performance of this Contract, the Contractor shall agree as follows:

That it will not discriminate against any employee or applicant because of race, color, religion, sex, national origin or ancestry.

That in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color religion, sex, national origin or ancestry.

That it will submit reports as required by the Illinois Fair Employment Practice Commission’s Rules and Regulations for Public Contracts; furnish all relevant information as may from time to time be requested by the Commission or the City; and in all respects, comply with the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts.

That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of DeKalb and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts.

GENERAL PERSONNEL:

EMPLOYEES:

The Contractor shall undertake to perform all disposal services rendered hereunder in a neat, orderly and efficient manner; to use care and diligence in the performance of this Contract; and to provide neat, orderly and courteous and competent personnel on its crew.

The Contractor shall prohibit and enforce the prohibition of any drinking of alcoholic beverages, use of illegal drugs, or use of legal drugs/medications which are unlawful, or which may cause impairment while driving by its drivers and crew members while on duty or in the course of performing their duties under this Contract.
The Contractor shall assign a qualified person or persons to be in charge of its operations in the City and shall provide the name or names of such person(s) to the City.

All collection employees shall be required to wear appropriate work uniforms. Said uniform shirt or jacket should clearly indicate the employee is employed by the Contractor. Employees should wear uniforms compliant with all OSHA, ANSI and Department of Labor requirements for reflectivity in the right-of-way.

Each employee driving a vehicle shall, at all times, carry a valid Illinois Driver’s License for the type of vehicle the employee is driving.

**PREVAILING WAGE:**

Contractor is required for identifying and complying with all mandatory requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, to the fullest extent applicable to the work contemplated herein. Contractor shall indemnify, defend and hold harmless the City from any and all claims or liabilities arising out of or related to the Contractor’s failure to comply with said law or any other law(s) specifying minimum wages or labor conditions, without limitation, it being acknowledged that Contractor is solely responsible for identification of and compliance with such regulations. Contractor shall provide all records required by such laws, or as shall be necessary to demonstrate compliance therewith.

**ACCIDENT PREVENTION:**

The Contractor and its employees shall exercise precaution at all times for the protection of persons (including Contractor’s employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

**VENUE:**

The parties agree venue for any cause of action, suit or proceeding relating to this Contract shall be exclusively fixed in the Twenty-Third Judicial Circuit, DeKalb County Court.

**SEVERABILITY:**

If any provision, covenant, agreement or portion of this Contract or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Contract, and to that end, all provisions, covenants, agreements and portions of this Contract are declared to be severable.

**PROCESSING OF RECYCLABLE MATERIAL:**

Processing of collected recyclable materials will be the responsibility of the Contractor. If a processing and/or storage facility for recycling is to be located within the corporate limits of the City, such processing and/or storage facility shall comply with all local zoning ordinances and other applicable local and state statutory provisions, ordinances and regulations with regards to such facility. It is not a requirement of this contract that the Contractor have any facilities within the corporate limits of the City.
DISPOSAL:

All garbage shall be removed from the City at the close of each day of collection and shall be disposed of at a lawfully operated landfill site as specified by the Contractor and at the Contractor's sole expense. The Contractor warrants that sufficient sites for the disposal of said waste will be available to the Contractor during the full term of this Contract.

GENERAL ADMINISTRATION:

STRIKE PROVISION:

Should the Contractor, for any reason, including but not limited to a strike or act of God, fall further than one week behind in its collection schedule, the City may, at its option, collect and dispose of all refuse or hire another waste disposal contractor to do so. Any expense incurred in excess of the price or rate provided for in this Contract will be charged against the Contractor. The City may suspend all payments to Contractor during such period.

The City may seek and recover from the Contractor any unpaid amounts due the City along with all of its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement, and all damages, whether based upon contract, work stoppage, strike, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the failure to provide services. Contractor acknowledges and agrees that the performance of its services is essential to maintain public order and public health, and that the provisions of this section shall apply to any work stoppage or failure to perform by Contractor, for any reason.

EMERGENCIES:

The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or the like, which requires additional hauling equipment by the City, the Contractor's equipment shall be placed at the City's disposal upon request for such temporary use, provided that upon such use the City shall pay the normal operating cost of such equipment. The City reserves the right to direct which disposal sites are to be used during an emergency. Contractor's employees or agents shall operate the Contractor's equipment under this paragraph.

PENALTIES:

Should the Contractor fail to report back within eight normal working hours after having received notice of a problem from the City, or should such report or independent City investigation indicate in the judgment of the Director of Public Works, or designated representative, that the Contractor has been derelict in the performance of duties, then the City shall assess a penalty charge plus any cost incurred in correcting the problem. Penalty charges shall be as follows and may, at the option of the City, be deducted from payments due under this Contract or collected by separate action.

1) Underperformed Collection. Twenty Dollars ($20.00) per day, per collection location for each successive working day that any scheduled collection is not made.

2) Unrepaired Truck or Container. Two Hundred Dollars ($200.00) per day, for each successive day for dirty or leaking truck and bulk containers which are not properly repaired or replaced within five (5) working days of date of receiving notice from the City.
3) **Unprovided Reports.** Twenty Dollars ($20.00) per day past the due date, if the Contractor fails to provide the required reports to the City’s Director of Public Works.

Notwithstanding the forgoing, any violation of City Ordinance or State Statute may be prosecuted without regard to these penalties.

**CHANGE IN SERVICE:**

Should the City wish to make other changes to the type of service provided during the term of the Contract as to type of material collected, method of handling, method of collection, stops served, etc., the City shall provide written notice to the Contractor at its place of business of its desire to do so. Both parties agree to negotiate the terms, frequency and price of such change in good faith after such notice is served.

**LOCAL IMPROVEMENTS:**

The City reserves the right to construct any improvements or to permit any construction in any street, which may have the effect of preventing the Contractor from traveling the accustomed collection route(s) for a period of time. The Contractor, however, by an acceptable method, shall continue to collect refuse, landscape waste and recyclables to the same extent as though no interference existed upon the streets. This shall be done without extra cost to the City. The City will make every effort to provide the Contractor with advance notice of planned improvement projects that may affect solid waste collection services.

**PROMOTION, EDUCATION AND CUSTOMER SERVICE**

**PROGRAM IDENTIFICATION:**

All promotional, educational, or other public informational material directed to service units shall identify the basic service described herein as either the “City of DeKalb’s Refuse, Recycling and Landscape Waste Collection, Disposal and/or Processing Program,” or individual programs therein (i.e. “City of DeKalb Recycling Program”).

**EDUCATIONAL/INFORMATIONAL BROCHURE:**

The Contractor shall develop and implement a public awareness program. The Contractor agrees that it is responsible for the cost of the education material and for their distribution. This public awareness program shall include, but not be limited to, publication and mailing of a bilingual (English and Spanish) brochure with information about the City’s refuse and recycling program annually through the initial five-year Contract term. This publication shall illustrate how materials are to be prepared for collection and emphasize the importance of recycling and waste reduction. The brochure shall also include the Contractor’s address and telephone number.

The Director of Public Works must approve all consumer education materials prior to printing and distribution. The City reserves the right to edit all consumer education material for content. All costs associated with producing and distributing the consumer education materials will be the responsibility of the Contractor.

The Contractor agrees to provide the City with additional materials as the City deems necessary. The Contractor also agrees to distribute information to residents via flyers placed in recycling bins or on waste receptacles, from time to time, as requested by the City. All materials created must also be created in Spanish.
CUSTOMER SERVICE & SUPPORT:

The Contractor shall establish and maintain a toll-free customer service telephone number through which service can be applied for, complaints can be made, service requests can be made, and instructions received from the Director of Public Works. This service shall be operated at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except during listed holidays or as otherwise directed by the City.

Additionally, the City shall be provided with a telephone number of a Contractor’s representative with the authority to commit resources in an emergency or unusual circumstance, 24 hours a day, days a week.

SERVICE UNIT COMPLAINTS:

The City shall receive and forward to the Contractor all service calls or complaints and the Contractor shall be available to receive such calls during business hours, as defined herein. All complaints shall be given prompt, courteous attention by the Contractor. The Contractor shall immediately investigate any complaint as to failure of collection and, if verified, then a special collection shall be made within twenty-four (24) hours of the receipt of the complaint. The Contractor shall provide a toll-free telephone contact number for the purpose of issuing a complaint or seeking information. The Contractor agrees that said point of contact will assure the Contractor’s representative possesses the ability to respond to City service unit user inquiries in a reasonable time frame. All service unit complaints shall be logged in a format acceptable to the City and contractor for a monthly report detailing number of service unit complaints and resolution.

CONTRACTOR RESPONSE TO IMPROPERLY PREPARED RECYCLABLE MATERIALS:

When the Contractor encounters improperly prepared material or non-recyclable items, the following procedure shall be followed:

1) The Contractor shall pick-up all materials improperly prepared or non-recyclable materials, and process or dispose of them properly. For the remaining items, the Contractor shall complete a notice on a document approved by the City indicating the problems and leave it with the customer. The Contractor shall document the address and date.

2) The Contractor shall supply the required documentation to the City, as requested, regarding the frequency and extent to which the Contractor encounters improperly prepared recyclable materials

QUALITY ASSURANCE & PERFORMANCE REPORTS:

The Contractor shall furnish a monthly report to the Director of Public Works detailing information on the City’s refuse, recycling and landscape waste collection and/or processing program. The report shall contain, but not be limited to, information concerning the number of participants in both the refuse and recycling programs; approximate number of cubic yards and tons of collected refuse and landscape waste; volume of recyclables collected and sold; and the number of curbside collection customers setting out materials on a weekly basis. In addition, the report shall include detailed information regarding improperly placed materials plus information about any service complaints and a brief explanation detailing the corrective action taken by the Contractor. Each report provided by the Contractor under this paragraph shall include the source of information or data used in compiling such report and shall be available for review by the City. Annual Assurance and Performance Reports shall be submitted to the Director of Public Works, for the period indicated, each year during the term of this Contract before February 1 for the previous calendar year.
INCOME QUALIFIED REFUSE COLLECTION PROGRAM:

Eligible residents shall not be required to pay a fee for residential collection if they meet the following requirements:

1) Head of household, age sixty-two (62) years or older; AND has a gross annual household income equal to or less as determined by the United States Department of Health and Human Services poverty guidelines.

2) Head of household with a medical disability or chronic illness preventing gainful employment for a duration of a minimum of three (3) or more consecutive months, who shall provide a physician’s statement, and has a gross annual household income equal to or less than that annually determined by the City.

All Eligible Residents must annually submit a completed and signed application form and photocopy of the applicant’s most recent federal income tax return (or other proof of income).

The Contractor shall be paid for this service by including the costs in the rates of all other collection households. The City currently has approximately 96 income-qualified units.

PAYMENT

CONTRACTOR COMPENSATION FOR BASIC SERVICE:

The City will present the Contractor with payment at the end of each month during the term of this Contract, plus any credits and less any charges as outlined in this Contract. Should the Contractor fail to observe any of the provisions of this Contract, the City may withhold the regular monthly payments until satisfied that the Contractor has fulfilled its obligations and responsibilities as prescribed in this Contract.

The Contractor is to be paid on the basis of there being approximately 8,962 service units at the beginning of the term of this Contract. It is the responsibility of the Contractor to verify the actual number of service units if verification is required. Adjustments in the number of participating service units will be made by the City on a monthly basis during the term of this Contract.

The amount to be paid to the Contractor by the City per service unit over the term of this Contract is detailed on Exhibit A attached hereto and made a part of this Contract.

ADJUSTMENTS IN BASE COMPENSATION UPON CHANGE IN SERVICE UNITS:

The compensation to the Contractor shall be adjusted monthly on the basis of increases or decreases in the number of units in the City during the preceding month. The Contractor shall make any such computation of changes in the number of service units and notify the City.

It is the intention of the parties hereto that the City shall not compensate the Contractor for additional units until the beginning of the new month, nor will the amount of monthly compensation be diminished until the beginning of the new month.
COMPENSATION FROM THE PROPERTY OWNER OR TENANT:

The Contractor shall negotiate directly with the property owner or tenant of the premises for any refuse collection and disposal service in excess of the basic minimum as provided by the City.
Exhibit C

Central Business District Dumpster Locations

File: PW-AdminDumpsters CBD.mxd
Created: 4/11/2018 DJE
### EXHIBIT D: HISTORICAL COLLECTION DATA

#### City of DeKalb
**Waste Volume Report**
**Serviced by WM of Illinois (DeKalb)**

<table>
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<th>2015</th>
<th>Refuse (tons)</th>
<th>Recycling (tons)</th>
<th>Yard Waste (tons)</th>
<th>Recyling Dropoff (tons)</th>
<th>Yardwaste Dropoff (tons)</th>
<th>Sweeping Debris (tons)</th>
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<td><strong>1,536.08</strong></td>
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#### City of DeKalb
**Waste Volume Report**
**Serviced by WM of Illinois (DeKalb)**

<table>
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<tr>
<th>2016</th>
<th>Refuse (tons)</th>
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<th>Recyling Dropoff (tons)</th>
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<th>Sweeping Debris (tons)</th>
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<tr>
<td>January</td>
<td>419.5</td>
<td>196.7</td>
<td>9.0</td>
<td>11.9</td>
<td>2.23</td>
<td>-</td>
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<tr>
<td>February</td>
<td>511.6</td>
<td>180.8</td>
<td>-</td>
<td>10.4</td>
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<td>166.8</td>
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<tr>
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<td>263.2</td>
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<td>July</td>
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<td>18.3</td>
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## City of DeKalb Waste Volume Report
### Serviced by WM of Illinois (DeKalb)

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<th>Refuse (tons)</th>
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<th>Recycling Dropoff (tons)</th>
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## City of DeKalb Waste Volume Report
### Serviced by WM of Illinois (DeKalb)

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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Addendum to Solid Waste Agreement

This Addendum to Solid Waste Agreement is entered into by and between the City of DeKalb ("City") and Lakeshore Recycling Systems, Inc., ("LRS") as of the effective date of the Solid Waste Agreement ("Agreement") to which it is appended. This Addendum shall clarify the intent of the City and LRS as to the services to be provided by LRS to the City, the cost and the scope of such services. The City has approved the Agreement and this Addendum by action of the City Council, with a waiver of competitive bidding and direct award to LRS.

1. Base Service Proposal:

The City selects Option 1 from LRS' bid as submitted, with the addition of the Household Hazardous Waste (HHW) and Electronics-Waste (EW) programs as outlined below. The fee for this base service proposal, inclusive of HHW, EW and all services described in the Agreement and this Addendum shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
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<tbody>
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<td>$15.97</td>
<td>$16.37</td>
<td>$16.77</td>
<td>$17.20</td>
</tr>
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</table>

2. Household Hazardous Waste:

LRS shall provide HHW pickup to residents receiving service under the Agreement, on the following terms and conditions:

2.1 LRS shall provide HHW pickup three times a year, on a roughly quarterly basis. LRS shall provide the City and residents with a list of the scheduled HHW pickup dates on an annual basis, and shall collaborate with the City in advising residents of the date(s) of pickup and terms of the program. The HHW pickup dates shall not be on the same day as the scheduled refuse/recycling pickup for any given property. The date of the HHW pickup may be changed by LRS with the approval of the Public Works Director.

2.2 LRS customers under the Agreement shall have the ability to participate in the HHW program at no additional cost.

2.3 LRS customers under the Agreement shall have the option of requesting HHW pickup on a scheduled HHW pickup date by either contacting LRS via telephone or via an online portal. LRS shall establish and maintain the online portal (and a phone number for telephonic scheduling) at no additional cost, and shall provide residents with instructions for participating in the program.

2.4 Residents may participate in the HHW program by providing a cardboard box lined with a plastic garbage bag, placed at the top of their driveway (i.e. not at the curb), with eligible HHW products contained therein. LRS shall make pickup, on the scheduled pickup dates and for residents who have requested a scheduled pickup, at the HHW placement location at the top of the driveway and shall provide for disposal of HHW in accordance with all applicable laws and regulations.

2.4.1 Qualified HHW products include commonly acceptable HHW (e.g. flammable paint, antifreeze, cleaning chemicals, and similar materials
but not including biomedical waste, sharps, used needles, controlled substances, radioactive waste or other highly regulated contaminants).

3. **Electronics Waste:**

LRS shall provide EW pickup to residents receiving service under the Agreement, on the following terms and conditions:

3.1 LRS shall provide EW pickup once a month, on the first pickup date (for a given residence) of the month. EW waste pickup shall be made at curbside. The date of the EW pickup may be changed by LRS with the approval of the Public Works Director. LRS shall collaborate with the City in advising residents of the EW pickup dates.

3.2 LRS customers under the Agreement shall have the ability to participate in the EW program at no additional cost.

3.3 Customers shall not be required to provide advance notice for EW pickup of items under fifty (50) pounds. For EW items over fifty (50) pounds, customers shall be required to request a scheduled pickup on the designated EW date. Scheduled requests shall be made using the telephone number or portal described in Section 2.3 above.

3.4 EW pickup shall be available only for EW generated at the residential establishment, and for EW of a type and nature commonly associated with residential use at properties serviced under this Agreement. No commercial disposal of EW shall be permitted under this Addendum, nor shall disposal of items not generally in residential use be permitted or required.

4. **Street Sweeping Removal:**

LRS shall provide removal of street sweeping debris generated by the City’s street sweeping services at a cost of $11.00 per cubic yard, for the duration of the Agreement.

5. **Credit Against City Costs:**

LRS shall provide the City with an annual credit in the amount of Twenty Five Thousand Dollars ($25,000.00), which credit may be used by the City to cover the costs of any services requested by the City for which it is directly responsible for (e.g. street sweeping debris removal, supplemental cleanup services, etc.).

6. **Incorporation of Agreement:**

This Addendum shall incorporate all provisions of LRS' bid and the Agreement as if fully restated herein, except for those provisions which are expressly modified by the terms of this Addendum.

7. **Term of Agreement:**

The Agreement and this Addendum shall have a term of 5 years, commencing on September 1, 2018 and terminating on August 31, 2023, unless earlier terminated or amended.
8. **Subcontractors:**

The City hereby consents to LRS' use of subcontractors for the EW and HHW programs described herein, provided that LRS shall be nonetheless responsible for the full performance of all obligations hereunder, shall indemnify and defend the City from any liabilities generated by the actions or inaction of any subcontractor, shall ensure the subcontractors' compliance with all requirements of the Agreement, this Addendum and applicable laws, and shall ensure that such subcontractors provide insurance certificates naming the City as additional primary and non-contributory insured without right of subrogation with the full extent of coverage required of LRS.

Accepted and agreed to this 25th day of June, 2018.

[Signature]

Lakeshore Recycling Systems
SECTION IV: PROPOSAL FORMS & EXHIBITS

CERTIFICATION REQUIREMENTS

Please submit all required forms and documentation, fully completed and signed, with your proposal. No proposal will be accepted without this information.

1) All Contractors and vendors are required to submit the following information.
   a) All Contractors must submit a signed sexual harassment form enclosed with the Request for Proposal.
   b) The undersigned certifies that the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or the City of DeKalb, unless there is a pending proceeding contesting the tax.
   c) The undersigned certifies that the Contractor is not barred from offering on this solicitation as a result of a conviction or the violation of state law prohibiting bid-rigging or bid-rotating.
   d) The undersigned certifies compliance with all certifications attached.

Signature/Title: [Signature] [Title]
Company Name: LRS DC Trash, LLC dba Lakeshore Recycling Systems
Address: 8 S. Hartness Place
         Cortland, IL 60112
Phone Number: 773.685.8811
FEIN Number: 82-3180149
**Tax Payer Certification** : Under penalties of perjury, the Bidder certifies that its Federal Tax Payer Identification Number or Social Security Number is 82-3180149 and is doing business as: (check one): __ Individual __ Real Estate Agent __ Sole Proprietorship __ Government Entity __ Partnership __ Tax Exempt Organization (IRC 501(a) only) X Corporation __ Not for Profit Corporation __ Trust or Estate __ Medical and Health Care Services Provider Corp.

Lakeshore Recycling Systems hereby certifies that it is in compliance with and/or shall conform to the following terms and conditions during the life of the Contract.

**SEXUAL HARASSMENT POLICY**

Illinois Compiled Statutes, Chapter 5, Paragraph 2-105 (A) (4) regarding sexual harassment:

Every party to a public contract and every eligible bidder shall have a written sexual harassment policy that shall include at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor’s internal complaint process, including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policy shall be provided to the City upon request.

**DRUG FREE WORKPLACE POLICY**

The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635.
APPENDIX 1: PROPOSAL FORM

City of DeKalb Residential Refuse, Recycling and Yard Waste Collection Proposal Form

Proposal of  
LRS DC Trash, LLC dba Lakeshore Recycling Systems  
(Contractor)

8 S. Hartness Place  
(Business Address)

Cortland, IL 60112  
(City) (State) (Zip Code)

Authorized Representative  

815.901.2130  
(Phone Number)

This proposal is submitted for an exclusive franchise agreement to provide residential solid waste removal, recycling and yard waste collection, with said work being located in and for the City of DeKalb and based on the specifications requirements and scope of services outlined in the Proposal Specifications.

The following proposals are made on behalf of the undersigned and no others. The proposals are made without collusion on the part of any person, firm or corporation.

We the undersigned, certify that we have carefully examined the Franchise Agreement Proposal Specifications, the Proposal Form, and any and all Appendices and Addenda attached hereto.

We further certify that we have visited the City and have completely informed ourselves of the type of housing, population density, traffic congestion, collection procedures required, labor required, number of containers, designated areas for placement of containers, and all other factors, local and otherwise, which would affect the completion of work covered by this proposal. Relating to the services of solid waste removal and disposal, recyclable collection, and yard waste collection and disposal.

We understand that the number of stops to be served are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at unit prices quoted. We understand that the City of DeKalb reserves the right to accept or reject any proposal or parts thereof and to waive irregularities or omissions in any proposal if it is deemed to be in the best interest of the City.

The following is our proposal for combined collection and disposal services for: general refuse, bulk materials / white goods, recycling collection, and yard waste collection and optional services within the City of DeKalb as identified in the specifications. In accordance with your requirements outlined in the provisions of the proposal documents, we propose to furnish all necessary equipment, labor, tools and other means and will do all work stipulated therein for the charge per account and the services designated. The following charges will be made on a per account per month basis:
Proposal Form

Company:  LRS DC Trash, LLC dba Lakeshore Recycling Systems  Date:  5/11/18

Authorized Representative:  Katie Neary

Title:  Municipal Manager  Phone:  815.901.2130

Address:  8 S. Hartness Place
          Cortland, IL 60112
APPENDIX 2: REFERENCES

Please provide a list of municipal references for similar residential collection programs.

1. Program Location: ____________________________ Owner: _____________
   
   Program Description:
   
   Please see page 38 of the proposal for information regarding references.
   
   __________________________________________
   
   Representative: ____________________________ Phone: __________________

2. Program Location: ____________________________ Owner: _____________
   
   Program Description:
   
   Please see page 38 of the proposal for information regarding references.
   
   __________________________________________
   
   Representative: ____________________________ Phone: __________________

3. Program Location: ____________________________ Owner: _____________
   
   Program Description:
   
   Please see page 38 of the proposal for information regarding references.
   
   __________________________________________
   
   Representative: ____________________________ Phone: __________________

4. Program Location: ____________________________ Owner: _____________
   
   Program Description:
   
   Please see page 38 of the proposal for information regarding references.
   
   __________________________________________
   
   Representative: ____________________________ Phone: __________________
Sexual Harassment – Policies and Programs

Every party to any contract with the City of DeKalb and every eligible Contractor is required to have written sexual harassment policies that include, at a minimum, the following information:

A. The illegality of sexual harassment
B. The definition of sexual harassment under state law
C. A description of sexual harassment, utilizing examples
D. A vendor’s internal complaint process, including penalties
F. Directions on how to contact the department and the commission
G. Protection against retaliation as provided by Section 6-101 of the Human Rights Act

I hereby affirm that the organization which I represent has in place sexual harassment policies, which include the required information set forth above, and I hereby agree to furnish the City of DeKalb with a copy of these policies if they so request.

Signature/Title: Katie Mears / Municipal Manager
Company: Lakeshore Recycling Systems
Date: May 11, 2018

Sexual harassment is defined as follows:

"Sexual Harassment" means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

Any questions by contracting parties or eligible bidders concerning compliance with these requirements should be directed to the City of DeKalb.

I hereby agree to fully indemnify and hold the City of DeKalb harmless from any and all liability, loss or damage including costs of defense or claim, demands, costs of judgment against it arising from any sexual harassment complaint resulting from the act of any member of my organization in the performance of the Contract.

Signature/Title: Katie Mears / Municipal Manager
Company: Lakeshore Recycling Systems
Date: May 11, 2018
EXHIBIT G: FORM OF BID ADDENDUM

Bid Addendum:

Name of Project:
City of DeKalb Request for Proposal for Refuse, Recycling and Yard Waste

General Description of Project:
City of DeKalb seeking proposals for the refuse, recycling and yard waste collection services

Website Link:
http://www.cityofdekalb.com/bids

Date of Addendum: 5/11/18

Description:
Addendum 2 received for the City of DeKalb RFP – refuse, recycling and yard waste

Signed by: Katie Neary
Refuse, Recyclables, and Yard Waste Collection Services
Addendum #1
May 4, 2018

1. Will the City accept a bid bond in lieu of a cashier’s check/bank check?

In addition to the cashier’s check, the City will accept a bid bond in lieu of a cashier’s check/bank check. The bid security shall be 10% of the total bid amount issued by a surety company which is satisfactory to the City and is qualified to do business in Illinois.

2. Will the City accept a performance bond in lieu of a letter of credit?

The City will accept a performance bond in lieu of a letter of credit. The performance bond shall be in the sum of 100% of the contract amount. The performance bond shall: 1) serve as security for faithful performance of the work; and 2) guarantee the work against defective workmanship and material for a period of not less than one (1) year following acceptance of the work.

3. Part 3 Alternatives to Scope of Service, #3 Central Business District Sidewalk Recycling - Please provide more details. Are there not recycle containers already?

Public refuse and recycling containers are already in place. If the vendor has any ideas on how to increase recycling by offering a new method or receptacles the City will take suggestions. However, a new method or approach is not necessary.

4. Section II Service Provisions, Basic Services, Leaf Collection and Disposal - Please define the service required. Is this different than the current service?

Currently, the City is not charged for leaf disposal services. During leaf collection season, the current vendor permits the City to drop-off leaves at the 18370 Somonauk Road landfill when leaf collections occur east of First Street and at 115 Simmonds Ave when leaf collections occur west of First street. For vendors requiring the use of containers for leaf drop-offs, the City requests the rate per cubic yard as requested in the “Municipal Services” section of Exhibit A. The language below is taken directly from the RFP.

Contractor shall provide two (2) drop-off leaf containers at no cost to the City. One leaf container must be located within 3 miles of the western side of the City using 1st Street as the eastern boundary. The second container must be within 3 miles of the eastern side of the City using 1st Street as the western boundary. Leaves will be picked up and hauled away by the Contractor daily or when stockpiles of leaves exist during leaf pick up season (September through December). The Contractor will provide written notice to the City if the location of either site
changes during the term of this Contract. These sites will be needed from September 1 through Dec 31, but dates may change based on weather.

5. Exhibit A Detailed Cost Sheet - Does ‘Municipal Services’ apply to both Options 1 & 2?

The municipal services are the same for both options. If the Municipal Services rates differ for Option 1 and 2, you may submit rates for both options.

6. Exhibit A Detailed Cost Sheet - Is Leaf Collection priced independently of monthly rate in Options 1 & 2?

Vendors requiring containers to store the City’s leaf collections during the fall months, should price their rate per cubic yard independently of Options 1 and 2 in the “Municipal Services” section of Exhibit A.

7. Exhibit F details locations of public waste containers - Where in the RFP does it discuss this service? Are there waste and recycle containers at each location?

Exhibit F shows the locations of the public refuse and recycling containers the vendor must collect. The current vendor collects at the mapped locations once a week. The map does not differentiate between refuse and recyclables, but we will provide a map if it is requested or before the contract is executed. The public waste containers are discussed in the Collection Point section under Section II Service Provisions Basic Services:

**COLLECTION POINT:**

The Contractor is responsible for public street/alley pick-up of all service units participating in the City’s basic service program, in such locations as shall be designated by and acceptable to the City. In addition, the Contractor is responsible for the collection of public litter containers located throughout the community, as defined by Exhibit F, attached hereto and made a part of this Contract. Service units are responsible for placing approved refuse, recycling or landscape waste containers close to but not encroaching upon the public street/alley abutting the property and shall not be more than two (2) feet from the public street curb/alley and easily accessible to the collector. All refuse storage areas shall be maintained by owners and operators in a clean condition.

8. Do the waste volume reports (refuse tonnage) include volumes collected from any other operations such as central business district, property maintenance clean-ups, municipal facilities, animal carcasses or public waste receptacles? If not, are separate figures available for these items?

The first three columns in the report are residential numbers. “Recycling Dropoff” refers to the recyclables the City collects from the public recycling receptacles. “Yard waste Dropoff” refers to the leaves the City collects during its leaf collection program.
9. Would the City consider amending the Property Maintenance Cleanup Service section that would allow the vendor to bill the City for all clean ups?

As stated in the RFP, the City will be the payer of last resort. The Vendor shall make every effort to collect this sum from the property owner before billing the City.

10. What are the number, size and service frequencies of the refuse and recycling containers in the commercial business district? What are the current service rates?

There are six locations as seen on Exhibit C. They are serviced three times a week. The current rate for the dumpsters is $1,732.00 per month billed directly to the service addresses provided. The cost is distributed equally amongst the service addresses. The size of the containers ranges from 2-yards to 5-yards. The vendor has the flexibility to suggest the sizes they believe will sufficiently maintain a quality service.

11. Is a bid bond for $25,000 acceptable in lieu of a $25,000 certified check?

In addition to the cashier’s check, the City will accept a bid bond in lieu of a cashier’s check/bank check. The bid security shall be 10% of the total bid amount issued by a surety company which is satisfactory to the City and is qualified to do business in Illinois.

12. Will a $1M performance bond from a surety company licensed to do business in the state of Illinois be sufficient or only a letter of credit?

Yes, see question #2.

13. Landscape / yard waste drop-off containers. Approximately how often are the (6) 20yd containers serviced annually?

The landscape/yard waste drop-off containers are serviced three times a week on Monday, Wednesday, and Friday for the month of April through November depending on weather.

14. Street Sweeping containers. Approximately how often are the (3) 20yd containers serviced annually?

The collection of street sweeping debris is done on demand. Collection tonnage and frequency increase during the spring and summer months. Exhibit D lists the tonnage collected by month from 2015 through 2017.

15. Leaf drop-off containers. Approximately how often are the (2) leaf drop-off containers serviced annually?
We have no data on the frequency of collection for leaf drop-off containers. Our current vendor allows us to drop off the leaves at their local landfill sites. Please see question #4 for further details.

16. Does the City provide a disposal option for leaves or is the contractor responsible for disposing of leaves?

The vendor will be responsible for the disposal of the leaves the City collected through its fall leaf collection program.

17. Special events. Since the frequency of special events can vary, should the contractor price this into our proposal or is DeKalb only asking for the contractor to be able to provide this service and be paid for any special event as they occur?

Please inform us if you can provide these services and the rates for the services.

18. How many homes are eligible for free services?

Currently, 96 homes receive the free service. To be eligible the resident must provide proof of their income as stated in the RFP.

INCOME QUALIFIED REFUSE COLLECTION PROGRAM:

Eligible residents shall not be required to pay a fee for residential collection if they meet the following requirements:

1) Head of household, age sixty-two (62) years or older; AND has a gross annual household income equal to or less as determined by the United States Department of Health and Human Services poverty guidelines.

2) Head of household with a medical disability or chronic illness preventing gainful employment for a duration of a minimum of three (3) or more consecutive months, who shall provide a physician’s statement, and has a gross annual household income equal to or less than that annually determined by the City.

All Eligible Residents must annually submit a completed and signed application form and photocopy of the applicant’s most recent federal income tax return (or other proof of income).

The Contractor shall be paid for this service by including the costs in the rates of all other collection households. The City currently has approximately 96 income-qualified units.

Please include a signed Bid Addendum Form (Exhibit G) for each addendum issued.
EXHIBIT G: FORM OF BID ADDENDUM

Bid Addendum:

Name of Project: Request for Proposal - Refuse, Recycling and Yard Waste Collection Services for City of Delaware

General Description of Project: As described in Name of Project

Website Link:

Date of Addendum: May 4, 2018

Description: n/a

Signed by: Katie Neary
Refuse, Recyclables, and Yard Waste Collection Services
Addendum #2
May 11, 2018

1. Please confirm the following for Option 2 “Tiered Service Based on Totes Size”
   a. The sticker applies only to additional refuse containers for 64 and 35-gallon service?
      Yes
   b. Yard waste is take all, no sticker required?
      Yes
   c. All other services are the same as under Option 1
      Yes, all other services are the same as Option 1 except for the tote size.

2. Does the “Cost per stop/month” header mean the same as cost per load for the Citywide Landscape/Yard Waste Drop-off Containers pricing?

   Yes, the cost per month/stop is the same for the Citywide Landscape/Yard Waste Drop-off. We want to know what the cost per stop/month is to add one and two locations with six 20-cubic yard roll-off yard waste containers.

3. Please define the list requested in Part 4 Required Forms / Information. Would Appendix 2 References suffice?

   No lists are required for Part 4. By signing the “Certification Requirements” sheet you agree that the contractor is compliant and can verify each of the statements (italicized) listed on the pages following the signed sheet. We may ask for some verifications during negotiations under advisement from the City Attorney.

   Appendix 2 References are independent of the “Certification Requirements” and references are required.

4. In question #8 of Addendum #1, the following question was asked, Do the waste volume reports (refuse tonnage) include volumes collected from any other operations such as central business district, property maintenance clean-ups, municipal facilities, animal carcasses or public waste receptacles? If not, are separate figures available for these items?

   The answer provided in Addendum #1 is partially incorrect. The “Yard waste Dropoff” refers to the tonnage collected from the Citywide Landscape/Yard Waste Drop-off containers.
5. Please provide the specific quantity, dumpster sizes and frequency of service in reference to the statement below.

The six locations are serviced three times a week on Monday, Wednesday, and Friday. The current rate for all six locations is $1,732 per month charged directly to service addresses listed in the RFP.

6. Please specify expectations of the Property Maintenance Clean-up Service.

The City has two expectations regarding the property maintenance cleanup service. First, we request your rate per hour for a two-person crew and cleanup vehicle as requested in the Municipal Services section of Exhibit A. Second, use the table below to include rates for the disposal of debris from potential property maintenance cleanup work. This table was not included in the RFP.

<table>
<thead>
<tr>
<th>Disposal of Property Maintenance Clean Up Debris</th>
<th>Price per cubic yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2018 to August 31, 2019</td>
<td></td>
</tr>
<tr>
<td>September 1, 2019 to August 31, 2020</td>
<td></td>
</tr>
<tr>
<td>September 1, 2020 to August 31, 2021</td>
<td></td>
</tr>
<tr>
<td>September 1, 2021 to August 31, 2022</td>
<td></td>
</tr>
<tr>
<td>September 1, 2022 to August 31, 2023</td>
<td></td>
</tr>
</tbody>
</table>

a. Will the City include the metrics for pricing this service or a method to provide a price that can be equally evaluated in the Pricing section?

The City requests the rate per hour for a two-person crew and cleanup vehicle as the first metric (Municipal Services section of Exhibit A). The second metric for property maintenance cleanup services will be the rate for the disposal of the debris from the service as requested in the above table.

b. Is the current hauler providing this service?

This is not a routine service. We generally dispatch a City crew. However, we are currently understaffed and may need to utilize this service more in the future.

7. Are there any specific events (please name) the City is aware of that could possibly be included with the services requested with the Special Events?

Currently, the City does not oversee any special events. For this section, please provide an overview of the available services for such events. Pricing for the services is not mandatory as we reserve the right to seek bids. However, you may include pricing.

a. Will the City please provide a section for pricing in order for rates to be equally evaluated?

No, we will not provide a section for pricing.
8. Will the City please provide the total frequency of service in 2017 (how many times was each dumpster serviced) for the 6 Citywide Landscape Drop-Off 20-yard dumpsters? As these dumpsters have been known to be frequently contaminated, please provide how they were disposed or managed (i.e., refuse, yard-waste, electronics, hazardous waste) so the haulers can properly account for costs associated with this service.

Currently, there are three locations for the citywide yard waste roll-off containers. They are serviced three times a week on Monday, Wednesday, and Friday. With this new contract we will eliminate one to two of the locations based on cost. The “Yard waste Dropoff” column of Exhibit D shows tonnage collected from the Citywide Landscape/Yard Waste Drop-off containers. Public Works crews attempt to cleanup contaminations. However, if the contamination is to great for us to handle we will call the contractor to dispose the materials and the City pays the fees.

9. Is the City requiring a Certificate of Insurance be included with the Proposal or will that be requested following the Proposal’s being evaluated?

We will request it following the proposal evaluations and negotiations. The City will provide the contractor time to amend the certificate accordingly if changes are required.

10. The current contract, Addendum 1 to that RFP changed the street sweeping rate from per cubic yard to per ton. Will this apply to this RFP?

For this RFP please use the per ton metric when bidding rates for the disposal of street sweepings in Exhibit A

11. The current contract has a price per hour and disposal rate for property maintenance cleanup services. Will this apply to this RFP?

Yes, please include your rate per hour for a two-person crew and cleanup vehicle as requested in the Municipal Services section of Exhibit A.

Also, please use the table below to include rates for the disposal of debris from potential property maintenance cleanup work that was not included in the RFP.

<table>
<thead>
<tr>
<th>Disposal of Property Maintenance Clean Up Debris</th>
<th>Price per cubic yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2018 to August 31, 2019</td>
<td></td>
</tr>
<tr>
<td>September 1, 2019 to August 31, 2020</td>
<td></td>
</tr>
<tr>
<td>September 1, 2020 to August 31, 2021</td>
<td></td>
</tr>
<tr>
<td>September 1, 2021 to August 31, 2022</td>
<td></td>
</tr>
<tr>
<td>September 1, 2022 to August 31, 2023</td>
<td></td>
</tr>
</tbody>
</table>

12. With regards to the Yard Waste Drop-offs, may we propose alternate sites instead of the current locations?

Yes
13. Would the City consider amending the Emergencies section which allows the City to take control of the contractor’s equipment during emergencies? This is pretty outdated and not standard practice. As an alternate, would the City be amenable to the vendor providing hourly labor and disposal rates (per ton) for emergency/disaster services? This is typically the norm.

Yes, you may submit an alternate plan for the Emergencies section. Please describe your recommendation in detail and provide any applicable rates.

14. I understand that haulers are not obligated to bring material to the DeKalb landfill, however, does the City of DeKalb receive host fees off material brought to the DeKalb landfill?

The City of DeKalb does not receive any fees for materials dumped at the DeKalb landfill.

15. Do we have to provide a proposal based on your current schedule to propose an alternate schedule, or can we just submit a proposal for an alternate schedule?

Our current schedule is not required. You can provide an alternate schedule based on your recommendation.
EXHIBIT G: FORM OF BID ADDENDUM

Bid Addendum:

Name of Project:  
Request for Proposal - Refuse, Recycling and Yard Waste Collecting Services

General Description of Project:  
As described in Name of Proposal

Website Link:  

Date of Addendum:  May 11, 2018

Description:

Signed by:  Katie Alley
5. PRICING PROPOSALS

Lakeshore Recycling Systems has provided the pricing for the City on the following pages.
EXHIBIT A: DETAILED COST SHEET

**Note:** Use Exhibit A to bid on the services as specified in Section II “Basic Services”. Failure of the Bidder to complete Exhibit A may be cause for rejection of the bid submittal.

**Option 1 Unlimited Volume**

For Option 1, the City seeks bids for the services specified in Section II “Basic Services”. Do not include “Citywide Landscape/Yard Waste Drop-Off Containers” of Section II as part of your base rate per stop/month. The additional cost to add the services as specified in Section II “Citywide Landscape/Yard Waste Drop-Off Containers” are listed separately as line items for comparison.

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Base rate for the collection of curbside refuse and recyclables per stop/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2018 to August 31, 2019</td>
<td>$15.13</td>
</tr>
<tr>
<td>September 1, 2019 to August 31, 2020</td>
<td>$15.51</td>
</tr>
<tr>
<td>September 1, 2020 to August 31, 2021</td>
<td>$15.90</td>
</tr>
<tr>
<td>September 1, 2021 to August 31, 2022</td>
<td>$16.29</td>
</tr>
<tr>
<td>September 1, 2022 to August 31, 2023</td>
<td>$16.70</td>
</tr>
</tbody>
</table>

The additional cost to add one (1) or two (2) locations with six (6) 20-cubic yard, roll-off containers for yard waste per stop/month as specified in Section II “Citywide Landscape/Yard Waste Drop-Off Containers”.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost per stop/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional cost to the base rate per month/stop for adding six (6) 20-cubic</td>
<td></td>
</tr>
<tr>
<td>yard roll-off containers for yard waste at one (1) location.</td>
<td>$ 1.25</td>
</tr>
<tr>
<td>Please include an annual increase as a percentage (%) if applicable.</td>
<td>$ 2.5%</td>
</tr>
<tr>
<td>Additional cost to the base rate per month/stop for adding six (6) 20-cubic</td>
<td></td>
</tr>
<tr>
<td>yard roll-off containers for yard waste at two (2) locations.</td>
<td>$ 1.67</td>
</tr>
<tr>
<td>Please include an annual increase as a percentage (%) if applicable.</td>
<td>$ 2.5%</td>
</tr>
</tbody>
</table>

The additional cost to the per stop/month base rate for a residential, on-demand, scheduling service for the collection of hazardous household wastes and electronics per stop/month.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost per stop/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>The City would also like to include a residential, on-demand, scheduling</td>
<td>$ 0.45</td>
</tr>
<tr>
<td>service for the collection of hazardous household wastes and electronics.</td>
<td></td>
</tr>
<tr>
<td>Additional cost to the base rate per stop/month to add the above service to</td>
<td></td>
</tr>
<tr>
<td>all residents.</td>
<td></td>
</tr>
<tr>
<td>Please include an annual increase as a percentage (%) if applicable.</td>
<td>$ 2.5%</td>
</tr>
</tbody>
</table>
The City would also like to include a residential, on-demand, scheduling service for the collection of hazardous household wastes and electronics. Additional cost to the base rate per stop/month to add the above service to as an **option** to all residents.

$ No bid

We need more data to provide a bid.

Please include an annual increase as a percentage (%) if applicable.

$ No bid

---

**Option 2 Tiered Service based on Tote Size**

For Option 2, the City seeks bids for the services outlined in Section II “Basic Services” with modifications to the tote sizes available. The City requests bids for the base rate for curbside refuse and recycling based on the tote size a resident chooses. Do not include “Citywide Landscape/Yard Waste Drop-Off Containers” of Section II as part of your base rate per stop/month. The additional cost to add the services as specified in Section II “Citywide Landscape/Yard Waste Drop-Off Containers” are listed separately as line items for comparison.

<table>
<thead>
<tr>
<th>Date Range</th>
<th>96-gallon</th>
<th>65-gallon</th>
<th>35-gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2018 to August 31, 2019</td>
<td>$16.73</td>
<td>$15.63</td>
<td>$14.78</td>
</tr>
<tr>
<td>September 1, 2019 to August 31, 2020</td>
<td>$17.15</td>
<td>$16.02</td>
<td>$15.15</td>
</tr>
<tr>
<td>September 1, 2020 to August 31, 2021</td>
<td>$17.58</td>
<td>$16.42</td>
<td>$15.53</td>
</tr>
<tr>
<td>September 1, 2021 to August 31, 2022</td>
<td>$18.02</td>
<td>$16.83</td>
<td>$15.92</td>
</tr>
<tr>
<td>September 1, 2022 to August 31, 2023</td>
<td>$18.47</td>
<td>$17.25</td>
<td>$16.31</td>
</tr>
</tbody>
</table>

The 96-gallon tote includes unlimited volume with additional resident supplied totes.

Please include the number of additional resident supplied totes, residents can utilize for choosing the 96-gallon tote

1

Residents optioning for the 64 or 35-gallon tote will require the purchase of stickers to use additional resident supplied totes.

Please include the sticker price for each additional tote.

$ 2.25

The additional cost to add one (1) or two (2) locations with six (6) 20-cubic yard, roll-off containers for yard waste per stop/month as specified in Section II “Citywide Landscape/Yard Waste Drop-Off Containers”.

<table>
<thead>
<tr>
<th>Cost per stop/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional cost to the base rate per month/stop for adding six (6) 20-cubic yard roll-off containers for yard waste at one (1) location.</td>
</tr>
</tbody>
</table>
Please include an annual increase as a percentage (%) if applicable. | $ 2.5%
---|---
Additional cost to the base rate per month/stop for adding six (6) 20-cubic yard roll-off containers for yard waste at two (2) locations. | $ 1.67
Please include an annual increase as a percentage (%) if applicable. | $ 2.5%

The additional cost to the per stop/month base rate for a residential, on-demand, scheduling service for the collection of hazardous household wastes and electronics per stop/month.

| The City would also like to include a residential, on-demand, scheduling service for the collection of hazardous household wastes and electronics. Additional cost to the base rate per stop/month to add the above service to all residents. | $ 0.45
---|---
Please include an annual increase as a percentage (%) if applicable. | $ 2.5%
The City would also like to include a residential, on-demand, scheduling service for the collection of hazardous household wastes and electronics. Additional cost to the base rate per stop/month to add the above service to as an option to all resident. | $ No bid
Need more data to provide a bid.
Please include an annual increase as a percentage (%) if applicable. | $ No bid

**Alternate Approach**

If the Contractor cannot provide service as it is described in Section II, and/or believes it can offer equivalent or superior results by some other means, the Contractor must identify the services and state what it is offering as an alternative. The proposal should describe the alternative thoroughly and should clearly state whether the alternative achieves equivalent or superior performance results.

Contractors are encouraged to submit alternatives where they believe that the City can increase the quality of service to the residents at a similar price, or while decreasing the cost of the service as stated in Section I Part 3, “Alternatives to Scope of Services.

**Municipal Services**

The City seeks bids for the municipal services listed below as specified in Section II “Basic Services”.

<table>
<thead>
<tr>
<th>Street Sweeping Roll Off Price</th>
<th>Price per cubic yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2018 to August 31, 2019</td>
<td>$18.00</td>
</tr>
<tr>
<td>September 1, 2019 to August 31, 2020</td>
<td>$18.45</td>
</tr>
<tr>
<td>September 1, 2020 to August 31, 2021</td>
<td>$18.91</td>
</tr>
<tr>
<td>September 1, 2021 to August 31, 2022</td>
<td>$19.38</td>
</tr>
<tr>
<td>September 1, 2022 to August 31, 2023</td>
<td>$19.87</td>
</tr>
<tr>
<td>Property Maintenance Clean Up Services</td>
<td>Price per hour (2-person crew and vehicle)</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>September 1, 2018 to August 31, 2019</td>
<td>$150.00 per hour</td>
</tr>
<tr>
<td>September 1, 2019 to August 31, 2020</td>
<td>$153.75 per hour</td>
</tr>
<tr>
<td>September 1, 2020 to August 31, 2021</td>
<td>$157.59 per hour</td>
</tr>
<tr>
<td>September 1, 2021 to August 31, 2022</td>
<td>$161.53 per hour</td>
</tr>
<tr>
<td>September 1, 2022 to August 31, 2023</td>
<td>$165.57 per hour</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Central Business District Collection</th>
<th>Price per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2018 to August 31, 2019</td>
<td>$1,600</td>
</tr>
<tr>
<td>September 1, 2019 to August 31, 2020</td>
<td>$1,640</td>
</tr>
<tr>
<td>September 1, 2020 to August 31, 2021</td>
<td>$1,681</td>
</tr>
<tr>
<td>September 1, 2021 to August 31, 2022</td>
<td>$1,723</td>
</tr>
<tr>
<td>September 1, 2022 to August 31, 2023</td>
<td>$1,766</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Leaf Collection Disposal</th>
<th>Price per ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2018 to August 31, 2019</td>
<td>$42.00 per ton</td>
</tr>
<tr>
<td>September 1, 2019 to August 31, 2020</td>
<td>$43.05 per ton</td>
</tr>
<tr>
<td>September 1, 2020 to August 31, 2021</td>
<td>$44.13 per ton</td>
</tr>
<tr>
<td>September 1, 2021 to August 31, 2022</td>
<td>$45.23 per ton</td>
</tr>
<tr>
<td>September 1, 2022 to August 31, 2023</td>
<td>$46.36 per ton</td>
</tr>
</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER
Cottingham & Butler
Michael Saladino
800 Main St.
Dubuque IA 52001

INSURED
LAKERE-C-01

INSURER A: American Zurich Insurance Company
INSURER B: XL Specialty Insurance Company
INSURER C: Hudson Specialty Insurance Company
INSURER D: Steadfast Insurance Company
INSURER E: 
INSURER F: 

COVERAGES
CERTIFICATE NUMBER: 106309376

REVISON NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR</td>
<td>GLCO111153-00</td>
</tr>
<tr>
<td>A</td>
<td>ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS</td>
<td>BAP011154-00</td>
</tr>
<tr>
<td>B</td>
<td>UMBRELLA LIABILITY OCCUR CLAIMS-MADE</td>
<td>US00077340L16A</td>
</tr>
<tr>
<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>WC011152-00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
Additional Insured – Automatic – Owners, Lessees Or Contractors

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>GLO 0111153-00</td>
<td>12/31/2016</td>
<td>12/31/2017</td>
<td>12/31/2016</td>
<td>37-167000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: LAKESHORE RECYCLING SYSTEMS, LLC
Address (including ZIP Code):
6132 OAKTON STREET
MORTON GROVE, IL 60053
This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,
in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV—Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV—Commercial General Liability Conditions:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV—Commercial General Liability Conditions:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III—Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages within the coverage provided under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated project covered by this policy:

1. The General Aggregate Limit shown in the Declarations of this policy applies separately to each designated construction project to which this policy applies.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under COVERAGE C regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."

3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit for any other designated construction project to which this policy applies.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply and shall be subject to the General Aggregate Limit applicable to the project from which the loss arises.

B. Any payments for damages within the "products-completed operations hazard" under this policy will not reduce the General Aggregate Limit applicable to the project from which the loss arises.

C. If the designated project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project shall be deemed to be the same project for purposes of determining the General Aggregate Limit applicable to the project.
D. The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.
Waiver Of Transfer Of Rights Of Recovery Against Others To Us

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This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP code):

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Truckers Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization:

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT OR AGREEMENT.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: ____________________________ Date: ____________________________

Authorized Representative

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Waiver Of Subrogation (Blanket) Endorsement

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2016 Policy No. WC 0111152-00 Endorsement No.

Insured Lakeshore Recycling Systems, LLC

Insurance Company American Zurich Insurance Co. Premium $ INCL

Countersigned By ____________________________

WC 00 03 13
(Ed. 4-84)

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