



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Refuse and Recycling Services – July 1, 2023 – June 30, 2028		
Presenter & Title:	Richard Babica, Director of Public Works		
Date:	June 5, 2023		
<b>Please Check Appropriate Box:</b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: ES-II; ES-IV			
Estimated Cost: \$ N/A	Budgeted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
<p>The current Refuse and Recycling contract with LRS expires on June 30, 2023. The contract specifications were updated to incorporate several services previously provided as alternatives into the standard scope, including the food scrap program, Saturday Downtown collection and updating the needs for various City sponsored events. A Request for Proposals (RFP) was advertised with two proposals received. The proposal from LRS, attached for your review and consideration, complied with all specifications of the RFP with no exceptions. The second proposal was rejected as it deviated substantially from the issued specifications.</p> <p>For the City Council's consideration and direction, LRS has provided costs to provide the following contract alternatives:</p> <ul style="list-style-type: none"> <li>• Section 5.3: Sunday Downtown Collection (Charged to City)</li> <li>• Section 5.4: Curbside Pay by Use Electronic Recycling (Sticker Program)</li> <li>• Section 5.7: Dry Cell Battery Collection (Charged to City)</li> </ul> <p>LRS has successfully managed and performed the current contract and staff is confident of their abilities to continue that service to the residents of Geneva.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution and Exhibits</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires a simple majority of affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
<p>Recommend Approval of Resolution Authorizing the City Administrator to execute contract with LRS Services of Rosemont, Illinois for the 2023-2028 Refuse and Recycling Services Contract.</p>			

**RESOLUTION NO. 2023-59**

**RESOLUTION AUTHORIZING EXECUTION OF  
A REFUSE AND RECYCLING SERVICES  
CONTRACT FROM July 1, 2023 to June 30, 2028  
WITH LRS SERVICES**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Proposal to complete the Solid Waste Services Contract from July 1, 2023 through July 31, 2028 with LRS Services of Rosemont, Illinois, in the form attached hereto at Exhibit "A."

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2023

**AYES:** \_\_ **NAYS:** \_\_ **ABSENT:** \_\_ **ABSTAINING:** \_\_ **HOLDING OFFICE:** \_\_

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# COST PROPOSAL

Both the residential truck and roll off service disposal rate is per ton. In case no scale is available, then a per cubic yard rate will apply.

Conditions for such service shall comply with size, weight and other restrictions set forth in the contract and typical disposal rules.

## 4.8 NOTIFICATIONS

Official notifications, whenever required for any purpose under contract, shall be made in writing and addressed to the City as follows:

City of Geneva  
 Director of Public Works  
 1800 South Street  
 Geneva, Illinois 60134

If to the Contractor:

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All Notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage or certification or registry fees fully pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

## 5.0 PROPOSAL COST

The Contractor agrees to provide weekly refuse, yard waste and recycling collection services as specified in this contract in accordance with the following proposal:

### **Volume Based Sticker Program (a.k.a. "Pay per Bag") with Refuse and Recycling Toter**

	Year 1	Year 2	Year 3	Year 4	Year 5
Refuse Collection Sticker	\$ 3.95	\$ 4.13	\$ 4.32	\$ 4.51	\$ 4.71
Yard Waste Collection Sticker	\$ 3.95	\$ 4.13	\$ 4.32	\$ 4.51	\$ 4.71

## COST PROPOSAL (CONTINUED)

Half Refuse Bag (20 gal.)	\$ 2.50	\$ 2.61	\$ 2.73	\$ 2.85	\$ 2.98
Standard 65-Gallon Recycling Toter	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
35-Gallon Refuse Toter Monthly Rental	\$ 22.97	\$ 24.00	\$ 25.08	\$ 26.21	\$ 27.39
65-Gallon Refuse Toter Monthly Rental	\$ 24.00	\$ 25.08	\$ 26.21	\$ 27.39	\$ 28.62
95-Gallon Refuse Toter Monthly Rental	\$ 25.30	\$ 26.44	\$ 27.63	\$ 28.87	\$ 30.17
35-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$ 3.00	\$ 3.14	\$ 3.28	\$ 3.43	\$ 3.58
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$ 3.00	\$ 3.14	\$ 3.28	\$ 3.43	\$ 3.58
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$ 3.00	\$ 3.14	\$ 3.28	\$ 3.43	\$ 3.58
65-Gallon Yard Waste Toter Monthly Rental <b>(SEASONAL COST)</b>	\$ 160.00	\$ 167.20	\$ 174.72	\$ 182.25	\$ 189.77
Disaster Disposal Transportation Residential Truck – Per Hour Per Unit	\$ 175.00	\$ 182.88	\$ 191.11	\$ 199.71	\$ 208.70
Disaster Disposal Roll off Transportation – Per Unit	\$ 218.08	\$ 227.89	\$ 238.15	\$ 248.87	\$ 260.07
Disaster Disposal for Residential and Roll off –Per Ton	\$ 64.80	\$ 67.72	\$ 70.77	\$ 73.95	\$ 77.28
Disaster Disposal for Residential and Roll off – Alternative Per cubic yard	\$ No Bid				

Name of Company: LRS

Address: 5500 Pearl Street

City, State, Zip: Rosemont, IL 60018

Signed: \_\_\_\_\_

Date: 4/28/23

## COST PROPOSAL (CONTINUED)

**5.2 ADDITIONAL CONTRACT ALTERNATES**

**5.3 Sunday Downtown Collection**

Included within Section #39, **COLLECTION FROM CITY FACILITIES**, add the following;

- (h) **Street-side Waste & Recycling Receptacles-** The Contractor shall also provide, refuse collection on Sunday to all street-side waste receptacles located throughout the central business district including commuter parking areas and train depot. There are currently 50+ public waste receptacles to service. The number and location of the street-side public waste receptacles may change from time to time during the term of this contract.

**City of Geneva Cost to provide Sunday Refuse Collection at 50+ containers within the Downtown Business District on an annual basis:**

July 1, 2023 to June 30, 2024 \$	36,972.00
July 1, 2024 to June 30, 2025 \$	38,635.74
July 1, 2025 to June 30, 2026 \$	40,374.35
July 1, 2026 to July 31, 2027 \$	42,191.35
July 1, 2027 to June 30, 2028 \$	44,089.96

**5.4 Pay by Use Electronic Recycling**

**General Service**

The Contractor is requested to provide an alternate proposal and pricing for providing Curbside Collection of Electronics Recycling (“E-Recyclables”) as an addition.

**“E-Recyclables” Definition**

E-Recyclables shall mean any item defined as a “covered electronic device” by 415 ILCS 150, the Electronic Products Recycling and Reuse Act. E-Recyclables shall include, but not be limited to, 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 servicers.

## COST PROPOSAL (CONTINUED)

### Scope of Services

The Contractor shall provide curbside collection of E-Recyclables on the same day of each week that the residence receives regular refuse, recycling and yard waste collection. Residents must tag each E-Recyclable item or bundle of E-Recyclable items with the appropriate number of refuse stickers. The required number of stickers shall remain constant for the duration of the Contract. There shall be no maximum or minimum amount of E-Recyclables that a resident can set out for collection, provided that each item is properly stickered. Contractors are requested to provide pricing based on the below tiers of E-Recyclables.

- Television and monitors shall be collected.
- Bundles of E-Recycling items shall not exceed the size of a brown paper grocery bag of approximately 12 X 7 X 17 inches.
- Single small E-Recycling shall not exceed the size of a shoe box of approximately 12 x 7 x 4 inches.

E-Recyclables Type	# of Refuse Stickers Required Per Item	Total Cost Per Item (\$)
Television and Monitors	15	\$59.25
Bundles of E-Recyclables	5	\$19.75
Single Small E-Recyclable items	1	\$3.95

### 5.5.1 Special Waste Collection per yard

The Contractor shall provide a unit cost for disposal of Special Waste. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2023 to June 30, 2024 \$ \_\_\_\_\_ No Bid \_\_\_\_\_ per unit  
 July 1, 2024 to June 30, 2025 \$ \_\_\_\_\_ No Bid \_\_\_\_\_ per unit  
 July 1, 2025 to June 30, 2026 \$ \_\_\_\_\_ No Bid \_\_\_\_\_ per unit  
 July 1, 2026 to June 30, 2027 \$ \_\_\_\_\_ No Bid \_\_\_\_\_ per unit  
 July 1, 2027 to June 30, 2028 \$ \_\_\_\_\_ No Bid \_\_\_\_\_ per unit

Unit is defined as \_\_\_\_\_

## COST PROPOSAL (CONTINUED)

**5.6.1 Hazardous Waste Collection per yard**

The contractor shall provide a unit cost for disposal of Hazardous Waste. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2023 to June 30, 2024 \$ No bid per unit  
 July 1, 2024 to June 30, 2025 \$ No bid per unit  
 July 1, 2025 to June 30, 2026 \$ No bid per unit  
 July 1, 2026 to June 30, 2027 \$ No bid per unit  
 July 1, 2027 to July 31, 2028 \$ No bid per unit

Unit is defined as \_\_\_\_\_

**5.7 Dry Cell Battery Collection**

The contractor shall provide a unit cost for disposal of dry cell batteries. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2023 to June 30, 2024 \$ 30.00 per unit  
 July 1, 2024 to June 30, 2025 \$ 31.85 per unit  
 July 1, 2025 to June 30, 2026 \$ 32.76 per unit  
 July 1, 2026 to June 30, 2027 \$ 34.17 per unit  
 July 1, 2027 to July 31, 2028 \$ 35.58 per unit

Unit is defined as One 5-gallon bucket

**5.8.1 Voluntary Alterations**

Contractor shall attach all voluntary alteration to the original proposal submittal.

**6.0 CONTRACT**

**Regulatory Requirements**

Successful proposer must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human

## COST PROPOSAL (CONTINUED)

with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

The Contractor and each Sub-Contractors shall pay each employee engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the City of Geneva, acting by and through its Mayor and Council, known as the party of the first part, and \_\_\_\_\_ its executors, administrators, successors or assigns, known as the party of the second part.

WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these

## COST PROPOSAL (CONTINUED)

presents, the party of the second part agrees with said party of the first part at its own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the city under it.

And it is also understood and agreed that the notice to proposers, instructions to proposers, specifications, special provisions, proposal and contract bond hereto attached are all essential documents of this contract and are a part hereof.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this instrument to be executed as of the date hereinabove first written.

CONTRACTOR  
County, Illinois

CITY OF \_\_\_\_\_, Kane

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Mayor

(SEAL)

(SEAL)

ATTEST: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
City Clerk

### 7.0 ADDITIONAL ATTACHMENTS AND CITY MAPS

## ALTERATIONS / DEVIATIONS / EXCEPTIONS

There are no alterations, deviations or exceptions.





**Municipal Residential Refuse, Recycling and Yard Waste Contract**  
**(City of Geneva, Illinois)**

This **CONTRACT**, which is effective on July 1, 2023, by and between the City of Geneva, Kane County, Illinois, an Illinois municipal corporation (hereinafter referred to as the “City”), and Lakeshore Recycling Systems LLC, a Delaware limited liability company registered as an Illinois foreign limited liability company (hereinafter called “Contractor”), who is qualified to do and is doing business in the State of Illinois”.

**WHEREAS**, that Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1 [2017]) authorizes any municipality to enter into a contract for more than one year, but not exceeding 30 years, relating to the collection or final disposition of garbage and refuse; and

**WHEREAS**, the City solicited for requests for proposals for the collection and disposal or processing of refuse, recyclables, and yard waste from residential properties throughout the City pursuant to the Request for Proposal (hereafter called “RFP”) as set out at Exhibit “A” which is attached hereto and made a part hereof; and

**WHEREAS**, Contractor timely submitted its Response to the RFP on or before May 1, 2023 in the form and substance set out at Exhibit “B” (hereafter called “Response to RFP”), which is attached hereto and made a part hereof; and

**WHEREAS**, Contractor affirmed in its Response to RFP that it had no “assumptions, Deviations or exceptions to the City’s RFP; and

**WHEREAS**, the City Council of the City accepted the Response to the RFP submitted by Contractor and authorized the City Administrator to enter into a contract commensurate with the RFP.

**IN CONSIDERATION** of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. **Incorporation by Reference.** The recitals, including Exhibits “A” and “B,” set forth above are hereby incorporated by reference as if fully set out in this Paragraph 1.
2. **Scope of Services.** Subject to fulfillment of the terms and conditions set forth herein and for the consideration stated below, Contractor shall furnish all personnel, equipment, trucks and all other items necessary to collect and dispose or process all refuse, recyclables and yard waste materials as defined in the RFP in order to be in substantial conformance with the RFP during the term (and any extensions of the term) of this Contract for all residences and the City facilities designated in Exhibit C below. In the event there is any conflict between the terms of this Contract, the RFP or the Response to RFP, the terms and conditions of the RFP shall prevail and control the provisions of this Contract.
3. **Term:** The initial term of this Contract shall be from July 1, 2023 (the “Effective Date”) until July 31, 2028.

4. **Insurance requirements; Pricing; Alternative Services.** The following documents and associated conditions and terms are expressly incorporated herein as fully as if set forth verbatim in this Contract:
  - a. **Exhibit “C” – Insurance Requirements & Performance Bond.** Contractor shall tender to the City, on an ongoing basis during the term of the Contract, certificates of insurance and performance bonds identified in this Exhibit “C.”
  - b. **Exhibit “D” – Contractor’s Pricing for Volume Based Sticker service.** The Contractor agrees to provide weekly refuse, yard waste and recycling collection services for the consideration set out in Exhibit “D.”
  - c. **Exhibit “E”-Contractor’s Pricing for additional services.** In the event the City elects, during the term of the Contract, to engage Contractor for one or more of the additional services listed at Exhibit “E” herein, the parties agree that the pricing set forth within Exhibit “E” shall be used. In the event the additional service does not denote a pricing schedule, the parties may negotiate a pricing schedule for those additional services.
  - d. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
5. **Amendments.** All provisions of the Contract documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract documents except as specifically provided for in such amendment.
6. **Contract Extension Option.** At the mutual option of the City and Contractor, this Contract may be extended by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party’s written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms, except for the pricing, which shall be provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.
7. **Statutory Compliance.** Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Law s, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the proposer, if required by the owner. Notwithstanding the foregoing provisions, Contractor shall abide by the following policies:

- a. **Drug Free Work Place.** Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) "Drug Free Workplace Act", the Contractor must certify to the contracting agency that it will provide a drug free workplace that will be included in the proposal packet.
- b. **Sexual Harassment Policy Certification.** Contractor, pursuant to Illinois Compiled Statutes, 775ILCS 5/2-105 (A)(4) (A)(4) must be in full compliance and have a written sexual harassment policy in place and provide a copy of such written policy to the Illinois Department of Human Rights upon request.

8. **Remedies; Default.** The following shall constitute events of default ("Events of Default") hereunder:

- a. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance of this Agreement, made by the Contractor to the City.
- b. The Contractor's material failure to perform any of its obligations under this Agreement, including, but not limited to, the following:
- c. Failure to perform the defined services or any portion thereof with sufficient personnel and equipment or with sufficient material to ensure the performance of those services.
- d. Failure to perform the defined services in accordance with the specifications applicable thereto, including but not limited to the general specifications under RFP;
- e. Failure to comply with a material term of this Contract; or
- f. Any other acts specifically and expressly stated in this Agreement as constituting an Event of Default.

The City shall notify the Contractor of any circumstances that the City believes to be an Event of Default and shall allow the Contractor a reasonable amount of time to proceed to cure such Event of Default (which period of time shall be no more than thirty (30) calendar days). If the Contractor has failed to proceed to cure the Event of Default within such cure period, the City may declare the Contractor to be in default; provided, however, if such Event of Default cannot reasonably be cured within the cure period, the City may not declare a default hereunder so long as the Contractor diligently pursues action to cure such Event of Default, unless in the reasonable judgment of the City the Contractor appears unable to cure such default.

Written notification of any decision of the City to declare the Contractor in default shall be provided to the Contractor, and such decision shall be final and effective upon the Contractor's receipt of such notice. The City has the sole discretion to declare the Contractor's in default.

Upon giving notice of a declaration of default due to the occurrence of an Event of Default, the City may invoke any or all of the following remedies:

- a. the right to take over and complete the services defined herein, either directly or through others;

- b. the right to terminate this Contract effective at a time specified by the City;
- c. the right to seek specified performance, an injunction or any other appropriate remedy;
- d. the right to recover money damages;
- e. the right to withhold all or any part of the Contractor's compensation hereunder; and/or
- f. the right to require the Contractor to discontinue any defined services and deliver all materials accumulated in the performance of the defined services, whether completed or in process, to the City.

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power nor shall it be construed as a waiver of any Event of Default shall impair any such right or power nor shall it be construed as a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

**9. Prevailing Wage Requirement.** Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act, 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract. The Contractor and each of his Sub-Contractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

**10. Indemnification.** The Contractor shall indemnify, defend, save and hold harmless the City, individually and collectively, its officials, officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, fines, damages, lawsuits, proceedings or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the City may suffer, incur, sustain or become liable for, on account of any injury to or death of Contractor's employees, or injury or death to any other person or damage to or injury to real estate or personal property, to the extent resulting from the Contractor's, its agents, retailers, employees or any of Contractor's subcontractors negligent acts, omissions or willful misconduct in the performance of the services to be conducted, including, but not limited to, ownership, maintenance, use, operation or control of any vehicle owned, operated, maintained or controlled by the Contractor, subsidiary, or Contractor's breach of this Contract. The Contractor shall, at its own expense, appear, defend and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the City in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond,

letter of creditor, insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the City, and to pay expenses and damages as herein provided. The Contractor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the City, its agents, representatives, employees or other contractors. The Contractor agrees to indemnify, defend and hold harmless City from all liability (including reasonable attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as "Superfund") and comparable state law, incurred.

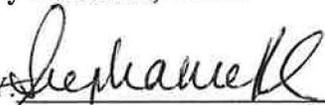
11. **Severability.** The invalidity of one or more of the phrases, sentences, clauses, or subsections contained in this contract shall not affect the validity of the remaining portion of this contract so long as the material purposes of this contract can be determined and effectuated.

12. **Law to Govern and Venue.** This Contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be the Kane County, Illinois. Any references to laws in this Contract shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

13. **Successor and Assigns.** This Contract shall be binding upon the parties, their successors, and assigns. This Contract cannot be assigned by either party without the prior written consent of the other party.

**IN WITNESS HEREOF**, the parties have executed this Contract by and through their respective authorized representative on the the days and dates set forth after their various signatures.

**City of Geneva, Illinois**

BY:   
City Administrator

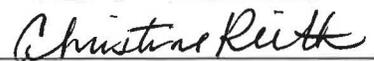
ON: 06/29/2023

**Contractor: Lakeshore Recycling Systems, LLC**

BY:   
Its Municipal Manager / Authorized Agent

ON: 6/27/23

Subscribed and sworn to before me  
This 29 day of June, 2023.

  
Notary Public

Subscribed and sworn to before me  
This 28 day of June, 2023.

  
Notary Public



**EXHIBIT "A"**  
**REQUEST FOR PROPOSAL**

# CITY OF GENEVA



## REQUEST FOR PROPOSALS (RFP)

**To Provide**  
**Refuse and Recycling Services**  
**July 1 2023 – July 31, 2028**

**For The**  
**City of Geneva, Illinois**

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## **1.0 NOTICE TO PROPOSERS**

The City of Geneva is seeking proposals for its SOLID WASTE SERVICES programs until ten o'clock A.M. (10:00 A.M.), Monday, **May 1, 2023** at the **City Hall in the City of Geneva, 22 S. First Street, Geneva IL 60134**, at which time and place **all proposals** will be publicly opened and read aloud.

These proposals involve: Providing the City of Geneva with “SOLID WASTE SERVICES” programs per the respective attached specifications. This will be through a Five (5) Year Renewable Contracts.

All sets of proposal documents are available at the Public Works Building in the City of Geneva, 1800 South Street, Geneva IL 60134; Electronic versions of proposal documents and addendums are available at [www.geneva.il.us](http://www.geneva.il.us).

No proposal shall be withdrawn after opening of proposals without the consent of the City of Geneva for a period of ninety (90) days after the scheduled time of opening proposals.

The City of Geneva reserves the right to reject any or all proposals and to waive any informalities in proposals and to accept the proposal deemed most advantageous to them.

Any questions regarding the City of Geneva program can be directed to Rich Babica, Public Works Director, (630) 232-1501.

## **2.0 INSTRUCTIONS TO PROPOSERS**

### **2.1 PROPOSALS**

- a) No proposal will be considered unless the party offering it shall furnish evidence satisfactory to the City of Geneva that the proposer has necessary facilities, ability and pecuniary resources to fulfill the conditions of the contract.
- b) Proposals must be completed on the accompanying blank forms. Proposals shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm or corporation submitting the Proposal. The envelope shall be clearly marked with the date and time of the proposal opening.
- c) Proposal prices must be written in the proposal, and also stated in figures, and if any discrepancy occurs between the written and figured prices, the proposal prices, predicated on the figured prices, will be taken as the intention of the proposer.
- d) No proposal will be made or considered on any part of the work which does not provide for the completion of the work in accordance with the requirements set forth herein. The proposal must provide, in ink, a unit price for all items listed on the proposal form. Should any unit prices be omitted, the proposal will be declared invalid and the proposal will be rejected.
- e) The proposers will be required to execute the contract documents not more than fifteen (15) days following written notice to the Contractor of the award and these documents shall be completed and returned to the City of Geneva within the time limit specified

within the proposal form. It is understood and agreed that the submittal of these documents within the time limit is an essential part of the Contract.

- f) Permission will not be given for the withdrawal of any proposal for a period of ninety (90) days after the opening thereof, excepting that any proposer may withdraw the proposal personally or by written request at any time prior to the opening of proposals.
- g) In submitting this Proposal, the Proposer declares that the only person or party interested in the Proposal as principals are those named herein, and that the Proposal is made without collusion with any other person, firm or corporation.

## **2.2 PROPOSER'S DUTIES**

- a) The Proposer further declares that the proposer has carefully examined the Instruction to Proposers, Proposal Form and the requirements set forth herein, and that the proposer is familiar with all of the local conditions affecting the contract and understands that in making this proposal all rights to plead any misunderstandings regarding the same are waived.
- b) Any person contemplating submitting a proposal for either of the proposed contracts, may submit to the City of Geneva a written request for an interpretation as to the true meaning of any part of the requirements set forth herein. The person submitting the request is responsible for its prompt delivery. Any interpretation of the proposal documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City of Geneva is not be responsible for any other explanation or interpretation of the proposal documents.
- c) The Proposer further understands and agrees that if the Proposal is accepted by the City of Geneva, the proposer is to furnish and provide all necessary resources to complete the work in the manner and at the time herein prescribed, and in accordance with the requirements set forth herein.
- d) The Proposer further agrees that if the City of Geneva elects to alter the program as described herein, the work will be performed as altered, increased or decreased.
- e) The Proposer further agrees that the City of Geneva may at any time during the progress of the work covered by this Contract order other work or materials that are not included in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the Proposal price for other items in this Contract. This work shall be performed as extra work.

## **2.3 DELINQUENT PROPOSERS**

No Contract will be awarded to any person, firm or corporation that has been delinquent or unfaithful in any former Contract with the City of Geneva or whose surety is a defaulter upon any obligation in the City of Geneva.

## **2.4 EXECUTION OF DOCUMENTS**

The Contractor, in signing this proposal on the whole or on any portion of the work, shall conform to the following requirements:

Proposals signed by an individual other than the individual represented in the proposal documents shall have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.

Proposals which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by the partners.

Proposals which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the word "By \_\_\_\_\_."

If such a proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the proposal should be attached to it. Such proposal shall also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as having been awarded when formal notice of award is duly served upon the intended awardee by some officer or agent of the City of Geneva duly authorized to give such notice.

## **2.5 FILING PROPOSALS**

After proposals are opened and read aloud, they shall be placed on file in the City of Geneva's Clerk's office for public inspection and shall remain there as provided by Statute.

## **2.6 CONSIDERATION OF PROPOSALS**

Contracts shall be awarded to the lowest responsible proposer on the basis of the proposal that is in the best interest of the City of Geneva to accept.

## **2.7 BASIS OF AWARD**

Proposals shall be submitted for the Items or Units as shown on the Proposal Form in strict conformance with the requirements set forth herein. No proposal will be considered except those submitted in this manner. Awards may be made on the following basis only:

The entire work as a single contract.

Awards, if any, will be made only upon the basis, which in the judgment of the respective Municipality will be most advantageous to it and then only to the party (or parties) submitting the lowest responsible proposal (or proposals) upon the particular basis selected by the Municipality for the award of contract as herein indicated.

## **2.8 RIGHT TO REJECT PROPOSALS**

The City of Geneva reserves the right to waive technicalities and to reject any or all proposals and to accept the proposal deemed most advantageous to it.

## **2.9 TAXES**

The price indicated on the proposal form shall include all applicable costs to the City of Geneva including delivery, handling charges, taxes etc. The City is exempt by law from Federal Excise Tax and State Sales Tax

## **3.0 BASE CONTRACT**

### **3.1 PURPOSE**

It is the intent of this agreement to obtain clean, courteous, well-scheduled, and well-executed collection and disposal or processing of refuse, recyclables, and yard waste from properties throughout the City of Geneva. While the City of Geneva recognizes that any collection service involves minor customer operating issues, the intent of this agreement is to ensure that any such operating issues are corrected as soon as possible.

### **3.2 PROJECT DESCRIPTION**

This contract is for a five (5) year and one (1) month period. The Contractor will be responsible for performing all tasks as described herein.

The City of Geneva includes an estimated 7,100 disposal units total for 2023 with a small annual increase in subsequent years. These units include single-family and multi-family units. A graphic of the City of Geneva boundary is attached.

### **3.3 GENERAL PROVISIONS**

#### **DEFINITIONS**

For the purposes of this contract, definitions of certain terms shall be as listed below. Other terms shall be defined within applicable subsections.

“**Refuse**” shall mean all discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including, but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as “garbage”; and, except to the extent otherwise recyclable, all combustible and non-combustible waste materials resulting from the usual routing of domestic housekeeping, including, but not limited to, aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metal; paper of all types including newspapers, books, magazines and catalogs; boxes and cartons; cold ashes; furniture, furnishing, and fixtures; household appliances of all kinds; textiles and leather; dead animals and animal waste; toys and recreational equipment; and similar items. “Live” Christmas trees shall not be considered refuse during annual Christmas tree collection, and shall not require a sticker. A “live” Christmas tree may exceed the dimension and weight limitations herein, and need not be placed in a yard waste bag nor have its branches bundled.

For the purposes of this contract, the terms “garbage”, “refuse”, “rubbish”, “solid waste”, “trash”, and “waste” shall be synonymous unless otherwise more specifically defined (for example, “yard waste”).

**“Recyclables”** or **“Recyclable Material(s)”** shall mean at a minimum newsprint (ONP); aluminum cans; steel cans, empty aerosol cans, paint cans, oversize cans; glass bottles and jars (flint, amber and green); all P.E.T. (Polyethylene terephthalate) plastic containers; all H.D.P.E. (High density polyethylene) plastic containers (oil containers excluded); L.D.P.E. (Low density polyethylene); P.V.C. or vinyl (polyvinyl chloride); P.P. (Polypropylene) ice cream tubs, margarine tubs; Other (mixed resins) plastic packaging, rigid six twelve pack rings, etc.; all chipboard (box board); all corrugated cardboard cut into pieces no larger than 3' x 3' (OCC and Kraft paper); coated paper (magazines and catalogs); mixed paper (white ledger, color ledger, computer paper, phone books and junk mail; gable-top cartons (coated milk and juice container); multi-layered juices boxes.

**“Yard waste”** (also known as “Landscape waste”) shall mean grass clippings; leaves; branches and brush; other yard and garden trimmings; vines, garden plants and flowers; weeds; tree droppings (for example, pines cones and crab apples); and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. “Live” Christmas trees shall also be considered yard waste. Sod and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed of as refuse unless the composting facility will accept it.

The Contractor will accept food scraps as a part of the yard waste program for the City. Acceptable items will be mixed in with traditional yard waste items - grass, leaves and branches, in a yard waste cart. This is called a ride-along program because the food scraps ride along with yard waste that is already being collected.

Acceptable food scrap items that may be added to the yard waste cart in this program include: **Fruits & Vegetables** including unpainted holiday pumpkins; **Dairy & Eggs** including egg shells, but no liquids; **Breads, Grains, Pasta & Cereal**; **Coffee Grounds & Filters**; **Teabags**; **Paper Products** and may include paper towels, napkins, & tissues. Items not accepted in the program include: Meat, Poultry and Seafood; Bones and Shells; Fats, Grease and Oil; Liquids; Packaging; Paper Plates, and any other service ware; Plastics, Styrofoam, Glass, Metal, Diapers, and Pet Waste.

**“Household Construction and Demolitions Debris”** or **“Debris”** shall mean waste materials from “do it yourself”- scale interior and exterior household construction, remodeling and repair projects, including, but limited to, drywall, plywood, and paneling pieces, lumber and other building materials; windows and doors; cabinets; carpeting; disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposal containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight. Materials not conforming shall be subject to special collection requirements as specified herein.

**“Stop”** shall have different meanings, as follows:

For the purposes of collection from any single-family detached, duplex, and single-family attached (townhouse) or multi-family dwellings **of six (6) units or less** (which are not located within a complex where refuse generated from the residents is placed in common

waste container, i.e. a dumpster or roll-off); the term “stop” shall be synonymous with the term “household”. In this instance, single households will be counted for the purposes of defining the extent of the collection services to be provided and of determining the amount of refuse, recyclables and yard waste to be collected.

“**Curbside**” shall mean adjacent to the street pavement, alley pavement and gutter and within five (5) feet thereof.

“**Large Household Item**” (also known as “bulk item”) shall mean any discarded and unwanted large household appliances and furnishings, including, but not limited to: refrigerators, freezers, stoves, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, similar furniture, and car tires only. “White goods”, including those containing CFC’s (chlorofluorocarbons), switches containing mercury, and PCB’s (polychlorinated biphenyls) shall all fit within this definition.

“**Disposal Unit**” shall have different meanings, as follows:

(1) For the purpose of single-family and multi-family refuse collection, a “disposal unit” shall mean one (1) water-tight metal or plastic reusable waste container with handles, no larger than thirty-two (32) gallons in capacity or fifty (50) pounds in weight, one (1) plastic or paper bag, box, carton, or other disposable container not to exceed thirty-two (32) gallons in capacity and fifty (50) pounds in weight, containing “refuse” or “household construction and demolition debris” as herein defined, securely tied or closed in such a fashion so as to prevent the littering, leaking, or scattering of refuse or debris; or one (1) securely tied bundle of refuse or debris which is placed in a container that does not exceed two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight; or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A “large household item” as is herein defined is to be considered a disposal unit. “Household construction and demolition debris” as is herein defined is to be considered a disposal unit.

(2) For the purposes of yard waste collection a “disposal unit” shall mean one (1) biodegradable two-ply, fifty (50) pound wet-strength Kraft paper bag designed for yard waste collection not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing “yard waste” as herein defined, or one (1) securely tied bundle of brush or branches using biodegradable cord, string, rope, or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length, and is manageable by one (1) person; neither of which contains branches exceeding three (3) inches in diameter. A “live” Christmas tree shall also be considered one (1) disposal unit, and may exceed the dimension and weight limitations herein, and need not be placed in a yard waste bag or have its branches bundled.

### **3.4 SCOPE OF WORK**

The Contractor shall be responsible for (a) all services required herein to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, (b) landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste from every residence within the corporate limits of the City for the duration of this contract, except as limited herein, and (c) arrangements with refuse, recyclables and yard waste processors required in order

to perform and complete the collection and marketing of recyclables, all in strict accordance with this contract. Such services shall be performed within the corporate limits of the City and any territory hereinafter annexed thereto, all in strict accordance with this contract.

The collection of refuse, recyclables and yard waste shall be operated as one program and cannot be operated as separate programs.

The contractor may, at its option, contract separately with non-residential businesses, institutions, and agencies for collection service outside the scope of this contract, subject to all City codes and ordinances governing private refuse collectors generally within the City, provided that such operations shall not interfere with the satisfactory carrying out of the work under this contract. Any contracts between the Contractor and such businesses, institutions and agencies shall provide a covenant that said contract shall not interfere with the terms and conditions set forth under this contract.

### **3.5 CONTRACT PERIOD**

The term of this contract will be for five (5) years and one (1) month commencing on the first day of July 2023 and shall remain in full force and effect through midnight on the 31st of July 2028. The City reserves an option to terminate the contract if the Contractor fails to perform after given a reasonable period to correct its performance. The contract term may be extended by mutual agreement between the parties upon written notice from either party at least one-hundred and eighty (180) days prior to the ending date. The City reserves the right to renew and extend this agreement subject to appropriation and budgeting for additional terms.

### **3.6 COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS**

The Contractor shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulations including but not limited to those governing the collection, disposal and processing of refuse, recyclables and yard waste during the term of this contract.

### **3.7 TAXES, LICENSES, PERMITS AND CERTIFICATES**

The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and the work included in this contract. By law, the City is exempt from paying Federal Excise Tax, State and Local Retailer's Occupation Tax, State and Local Service Occupation Tax and Service Use Tax. The City's tax exemption number will be provided upon execution of this agreement.

The Contractor shall secure, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses and certificates of authority to operate. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this contract.

### **3.8 PERFORMANCE BOND**

Prior to commencement of service hereunder, Contractor shall provide the City with a performance bond or letter of credit in the amount of Five Hundred Thousand dollars (\$500,000.00), which shall be maintained in full force and effect throughout

the term of this contract in the Contractor's expense. Said bond shall be executed by and with a surety company acceptable to the City and any such bond or letter of credit shall be subject to approvals as to form and content by the City Attorney.

The Contractor shall furnish the performance bond or letter of credit in an acceptable form simultaneously with the executed contract. At the discretion of the City, failure to furnish the required bond or letter of credit within the time specified may be cause for rejection of the proposal and award of the contract to another Contractor.

### **3.9 INDEPENDENT CONTRACTOR**

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State and Local laws.

### **3.10 NON-ASSIGNMENT**

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm or corporation without prior written consent of the City, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions, if an assignment is authorized by the City.

### **3.11 ACCIDENT PREVENTION AND NOTIFICATION**

The Contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind which involve the general public and/or private or public property in the City, the Contractor shall immediately notify the City. Upon request of the City, the Contractor shall provide such accounting of details and/or copy of written accident reports as the City may require.

### **3.12 DAMAGE**

The Contractor shall take all necessary precaution for the protection of public or private property. The Contractor shall be responsible for damages on or to public or private property resulting from careless or negligent operation of vehicles or handling of any receptacle. All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to waste receptacles, sod, mailboxes, or recycling bins, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the City may, after the expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Contractor agrees to pay for said expenses within ten (10) days of receipt of said invoice.

### **3.13 INSURANCE**

The Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the

performance of the work hereunder by the Contractor, agents, representatives, employees or subcontractors.

Minimum Scope of Insurance:

1. Insurance Services Office Commercial General Liability Occurrence form with the City named as additional insured.
2. The City shall be named as additionally insured on a primary and a non-contributory basis.
3. Owners and Contractors Protective Liability (OCP) policy with the City as insured.
4. Insurance Service Office Business Auto Liability Coverage.
5. Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employer's Liability insurance.
6. Builder Risk Property Coverage with City as loss payee.
7. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

Minimum Limits of Contractor's Insurance

1. Commercial general liability insurance, including premises operations, explosion, collapse, and underground hazard (commonly referred to as X, C, and U coverages) and products completed operations coverage with limits not less than:
  - a. Five million dollars (\$5,000,000.00) for bodily injury or death to each person;
  - b. Five million dollars (\$5,000,000.00) for property damage resulting from any one accident; and
  - c. Five million dollars (\$5,000,000.00) for all other types of liability;
2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000.00) for personal injury and property damage for each accident;
3. Workers' compensation with statutory limits; and
4. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) per employee and per accident.

**3.14 EMPLOYEES AND CONDUCT**

The Contractor shall undertake to perform all collection and 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 courteous and knowledgeable personnel in its customer service office.

The Contractor shall prohibit any consumption of alcoholic beverages or use of any controlled substances, except by a doctor's prescription, by its drivers and crew members while on duty, or in the course of performing their duties under this contract.

In the event that any of the Contractor's employees is deemed by the City to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, upon formal written request of the City, the Contractor shall remove such employee from work within the City and furnish a suitable and competent replacement employee.

The Contractor's drivers and crew members shall be attired at all times in a neat and professional manner. All permanent collection employees shall be required to wear a work uniform. Said uniform shall include a shirt or jacket which clearly indicates that the employee is employed by the Contractor. The City has the right to require or define what shall be considered suitable work clothes for collection employees.

All vehicle operators shall carry valid Illinois state driver's licenses for the class vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

### **3.15 EQUAL EMPLOYMENT OPPORTUNITY**

During the term of this agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act and the Illinois Human Rights Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability or age. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this agreement.

### **3.16 NON-PERFORMANCE OF SERVICE SCHEDULE**

If the Contractor fails to observe the established schedule of service for more than two (2) consecutive working days, the City reserves the right to determine if there has been sufficient cause to justify non-observance of the service schedule. If, in the City's judgment, sufficient cause has not been demonstrated, then the City shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this contract shall be deemed in default if the Contractor does not take action to 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 taken corrective action, the City shall take such steps as are necessary to furnish services according to the collection requirements provided for in this contract. The Contractor shall be liable for any costs incurred by the City to correct such default. Notwithstanding or foregoing, the City shall further reserve the right to terminate this contract.

### **3.17 INDEMNITY**

The Contractor shall indemnify, defend, save and hold harmless the City, individually and collectively, its officials, officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, fines, damages, lawsuits, proceedings or causes of action, including workers' compensation claims, of any kind or nature

whatsoever, including reasonable attorney's fees and costs of defense, that the City may suffer, incur, sustain or become liable for, on account of any injury to or death of Contractor's employees, or injury or death to any other person or damage to or injury to real estate or personal property, to the extent resulting from the Contractor's, its agents, retailers, employees or any of Contractor's subcontractors negligent acts, omissions or willful misconduct in the performance of the services to be conducted, including, but not limited to, ownership, maintenance, use, operation or control of any vehicle owned, operated, maintained or controlled by the Contractor, subsidiary, or Contractor's breach of this contract.

The Contractor shall, at its own expense, appear, defend and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the City in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any performance bond, letter of credit or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the City, and to pay expenses and damages as herein provided.

The Contractor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the City, its agents, representatives, employees or other contractors. The Contractor agrees to indemnify, defend and hold harmless City from all liability (including reasonable attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as "Superfund") and comparable state law, incurred as the result of the disposal under the Contract Agreement of City's Waste Materials.

### **3.18 SERVICE LOCATIONS AND POINTS OF CONTACT**

The Contractor shall establish and maintain an office through which it may be contacted directly, where the public and City personnel may telephone or send inquires and complaints, and where the public and City personnel may send and receive instruction. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge during collection hours. This service shall be operated between the hours of at least 7:30 a.m. to 5:00 p.m. Monday through Friday, except during holidays as listed herein, or as otherwise directed by the City. The telephone service shall be a local exchange or a toll-free exchange. The City will publicize the contractor's telephone number. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the City for use by City personnel.

The Contractor shall identify the location, telephone number(s), and mailing address of the office, the garage area, and any processing facility, that will be used to service the City. The City reserves the right to visit and inspect such facilities with reasonable notice. The contractor shall also notify the City of its designated contact person(s) for the purposes of obtaining instruction, answering inquires and resolving complaints. Such person(s) shall be available to discuss and, if necessary, meet with City personnel to resolve problems.

### **3.19 PROPER DISPOSAL OF PROCESSING**

#### **(a) General Requirements**

The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County and Local laws, ordinances, and regulations, including, but not limited to, the ordinances of the City.

The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse and yard waste to a disposal site, and shall be responsible for the payment of all tipping fees for refuse and yard waste. The term "disposal" shall have different meanings. For refuse, it shall mean landfilling; for yard waste, it shall mean composting or an equivalent agronomic application. The term "disposal" shall not include "processing" of recyclables. All Recyclable Materials shall be collected, separated and otherwise treated so as to facilitate the sale of said materials to end-use markets, or Recyclable Material brokers. No materials collected as Recyclable Materials may be deposited in a landfill or waste incinerator, except to the extent those materials collected as Recyclable Materials are "contaminated", as that term is generally used in the recycling industry, and thus unacceptable to the end-use markets or Recyclable Material brokers. Except to the extent "contaminated", all Recyclable Materials collected shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of said Recyclable Materials. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclable to a processing site, and shall be responsible for all processing costs as further specified in this section.

All refuse, recyclables, and yard waste collection shall be removed from the City as soon as the materials are collected, but in any event no later than 7:00 p.m. on the date of collection. The refuse and yard waste shall be disposed of, and the recyclables taken for processing.

#### **(b) Yard Waste Requirements**

Throughout the term of this contract, the Contractor shall own, co-own, rent, lease, control or otherwise have access to a properly-licensed and permitted compost facility of sufficient capacity for the disposal of yard waste. The Contractor shall be solely responsible for compliance with all Federal, State, County, and Local laws, ordinances and regulations governing the disposal of yard waste at such a composting facility.

The Contractor shall furnish the name and location of the composting facility intended to be used during the term of this contract. Upon request of the City, proof that such facility complies with all laws and regulations governing such facilities shall be furnished to the City. The City reserves the right to visit and inspect such facilities with reasonable notice. This shall not preclude the Contractor from changing the disposal location to a reasonable alternative site, but the Contractor shall notify the City of any changes. Upon request of the City, the Contractor shall furnish evidence of arrangements assuring availability of adequate composting facility capacity for disposal of yard waste collected under this contract.

#### **(c) Recyclables Requirements**

Throughout the terms of this contract, the Contractor shall own, co-own, rent, lease, control, or have access to a suitable storage/processing facility for the purpose of sorting and preparing the collected recyclable materials to be marketed and sold, or the Contractor shall transport each recyclable material collected to either a processor(s) or broker(s) experienced in processing and marketing recyclables, or to a market itself. The name and location of the facility(ies) of the Contractor, or its processor(s) or broker(s), or market(s), shall be furnished to the City. The City shall have the right to visit and inspect the storage, processing, broker and market locations during regular business hours with reasonable notice. The Contractor shall not be locked into taking the recyclables solely to the processor, broker, or market listed for each material collected. It is the City's intent to have assurance from the Contractor that markets are available for the recyclables collected.

The Contractor shall be responsible for payment of all necessary processing costs for recyclables. Processing costs are defined to include, but are not limited to: any sorting, removal of contaminants and waste residues, intermediate storage or consolidation, transfer, crushing and/or baling costs, as well as necessary supplies therefore as may apply prior to the passing of title to the recyclables to another party for recycling.

The Contractor shall retain 100% of the proceeds from the sale of recyclable material. As a condition of retaining the proceeds, the Contractor shall bear sole responsibility for the risk of changing market values, including negative values, of recyclable materials. Upon request of the City, Contractor shall provide evidence deemed appropriate, of sale or transfer of title of the recyclable materials. It is the intent of this contract that recyclables shall be recycled and not landfilled or incinerated.

### **3.20 HOLIDAYS**

For the purposes of this contract, the following holidays shall be deemed official holidays:

New Year's Day  
Memorial Day (fourth Monday in May)  
Independence Day  
Labor Day (first Monday in September)  
Thanksgiving Day (fourth Thursday in November)  
Christmas Day

Should any of the aforementioned holidays or observed holidays occur on a regularly schedule collection day, the collection for said day shall be rescheduled to the next day, and all subsequent collection days following the holiday shall occur one day behind schedule until the beginning of the next full work week.

The Contractor shall give notice via the contractor's website, social media accounts and/or local print media of the rescheduling of collections due to a holiday.

### **3.21 HOURS AND STANDARDS OF COLLECTION**

The Contractor shall not commence work before 7:00 a.m. and shall cease collection by 7:00 p.m. At its sole discretion, the City may allow the Contractor to

alter the starting and/or ending times due to unique circumstances, such as inclement weather. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns, or similar hindrances. The Contractor's crews shall endeavor to work with as little noise, disturbance, and disruption to residents as possible.

The Contractor shall be responsible to collect all refuse, recyclables, and yard waste from the curbside. All such waste materials shall be prepared as specified herein. The Contractor shall not be responsible for collection of items that are not properly prepared. Customers are also responsible for placing disposal units close to the curb (or in those areas without curbs, placing them in an equivalent position), so that they are easily accessible to the Contractor. The City agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by its customers with such requirements.

The Contractor shall return all containers at each stop to the general location at which they were found, except that bins shall not be placed in the middle of driveways, in driveway aprons or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle.

The Contractor shall handle all containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises, curb-and-gutters or streets shall be immediately cleaned up in a good workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. The Contractor shall not be responsible for collection or cleaning up refuse, recyclables or yard waste litter that has blown, fallen, leaked or scattered from bags, cans, bins or other containers through no fault of the collection crew.

### **3.22 MISSED PICK-UPS AND COMPLAINTS**

The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the City agree to jointly establish reasonable administrative regulation for the investigation and resolution of alleged missed pick-ups.

The Contractor agrees to provide notices to be left at the resident's property clearly explaining the reason(s) services (refuse, yard waste or recycling collection) were not provided, and what actions, if any, can be taken by the resident in the future to ensure collection of materials. Such notices are to be designed and printed by the Contractor but shall be approved by the City.

In the event of valid complaints for other incident, including, but not limited to, breakage of glass during collection or recyclables; items or refuse, recyclables and/or yard waste dropped during collection; and the like are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within twenty-four (24) hours after a complaint or notification is received.

The Contractor shall maintain a daily log of complaints received. The complaint record shall be forwarded monthly for inspection by the City during regular business hours.

### **3.23 VEHICLES**

The Contractor shall furnish a complete list of vehicles to be used in servicing this contract as required by the City. The City reserves the right to request descriptive literature or specification sheets for each type of vehicle listed as it deems necessary to properly administer specifications of this contract. Upon request of the City, the Contractor shall demonstrate the collection equipment is suitable for the materials to be collected. The Contractor shall notify the City if there is any change in the number of vehicles being used or if there are any modifications affecting the volume or compaction ratio of vehicles being utilized.

All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on City streets which leaks any fluids from the engine or compaction mechanism. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed, leak-proof, and operated in such a way that no refuse, recyclables, or yard waste leaks, spills or blows off the vehicles. Should any refuse, recyclables, or yard waste leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close opening, or due to failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the City, the City may clean up same, and the City may bill the cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request of the City.

Refuse, recyclables, and yard waste, as such terms are defined herein, shall each be collected in separate vehicles and shall not be commingled.

### **3.24 TITLE TO REFUSE, RECYCLABLES AND YARD WASTE**

Title to all refuse, recyclables, and yard waste, as such terms are defined herein, shall pass to the Contractor when the materials are placed in the collection vehicle.

### **3.25 LOCAL IMPROVEMENTS**

The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time on preventing the Contractor from traveling its accustomed route or routes for collection. The contractor shall, however, by an acceptable method, continue to collect the refuse, recyclables, and yard waste to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the City or customers. The City agrees to work with the Contractor to resolve any problems due to construction activity.

### **3.26 PUBLIC EDUCATION**

Upon request, the Contractor shall provide the City with any educational materials deemed necessary by the City. Educational materials shall include, but not limited to informational magnets or stickers outlining the available services. Further, the Contractor agrees to support the local school districts by providing educational materials and being available for an occasional appearance throughout the term of this contract when requested by the City.

### **3.27 SPECIAL PICK-UPS**

Any resident wanting to dispose of large quantities of refuse, yard waste, white goods, truck or tractor tires and/or construction debris shall have the ability to obtain competitive prices for such services from local contractors and select any contractors and select any contractor they desire to perform such services. The resident will be responsible for the payment of said services. The decision of any City resident to hire a private contractor for special pick-ups shall have no effect on the terms of this contract.

### **3.28 RIGHT TO REQUIRE PERFORMANCE**

The failure of the City at any time to require performance by the Contractor of any specifications in this contract shall in no way affect the right of the City hereafter to enforce same. Nor shall waiver by the City of any breach of specifications in this contract be taken or held to be waiver of any succeeding breach of such specifications in this contract, nor be taken or held to be waiver of any specification itself.

### **3.29 CHANGE IN SERVICE; AMENDMENTS**

If the City should wish to change the type of service provided during the term of this contract, including, but not limited to, type of material collected, method of handling, and/or method of collection, the City shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least ninety (90) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in written agreement executed by the parties.

### **3.30 DATA COLLECTION AND REPORTING**

The Contractor shall collect and maintain accurate data, records, and receipts, and shall report to the City pertinent data of the refuse, recyclables, and yard waste collection program, including, but not limited to:

1. total weight and cubic yardage of refuse and yard waste collected per month (separately listed)
2. number pickups and weight of white goods collected per month
3. number of disposal stickers (if applicable) sold per month and carts rented along with a breakdown of the sizes of carts (as applicable)
4. total weight and volume of all recyclable material collected per month, separately listed (as applicable) for residential,

5. receipt from sticker manufacturer for stickers purchased by the Contractor, if applicable.
6. daily complaint log as described herein,

The City reserves the right to request any or all of the above data by route. For the purposes of this subsection, a route shall mean each separate collection day.

With reasonable notice, the Contractor shall permit the City or its authorized designees to inspect and examine all records during regular business hours pertaining to the collection, transportation, disposal, and processing of all refuse, recyclables, and yard waste which occurs under this contract. The City also reserves the right to receive copies of tipping receipts and marketing receipts, which shall be furnished upon request of the City.

Monthly reports containing the above information shall be delivered to the city by the Contractor no later than 15 days after the close of the month. A summary report shall be provided annually at the conclusion of each contract year. At the request of the City, reports shall follow a format prescribed by the City.

The Contractor shall also provide such additional data, information, or statistical material concerning refuse, recyclables, and yard waste collection as may be reasonably requested by the City from time to time.

The City reserves the right to inspect portions of or routes and/or portions of routes prior to service approximately every six months and will expect the Contractor to service the designated area of the route after 8:30 a.m. for a consecutive four (4) week period.

Notwithstanding the foregoing, the Contractor shall cause the manufacturer or distributor of waste stickers (as applicable) to certify to the City, every six (6) months during the term of this contract, the number of waste stickers delivered to the Contractor and the cost thereof (as applicable).

The data shall be used for purposes including, but not limited to, publicizing recycling participation rates and quantities and other statistics to resident; and documentation of amounts of City waste generation, diversion, and recycling or other reporting requirements as may be required by the State of Illinois or other agencies during the term of this contract.

All reports, data, and information, once supplied to the City, shall become property of the City.

### **3.31 SEVERABILITY**

The invalidity of one or more of the phrases, sentences, clauses, or subsections contained in this contract shall not affect the validity of the remaining portion of this contract so long as the material purposes of this contract can be determined and effectuated.

### **3.32. LAW TO GOVERN AND VENUE**

This contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be the City. Any references to

laws in this contract shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this contract shall be deemed to be inserted herein.

### **3.33. SUCCESSORS AND ASSIGNS**

This contract shall be binding upon the parties, their successors, and assigns.

## **4.0 PROGRAM SPECIFICATIONS**

### **4.1 PROGRAM OPTIONS**

Contractors shall provide proposals for the following contract options. All options shall include collection from City facilities as described herein. All options shall include collection from special events and festivals as described herein. All collections shall occur on the days specified herein.

### **4.2 COUNTY HOUSEHOLD HAZARDOUS WASTE FEE**

Contractor shall pay an annual fee equal to \$4.00 per household to the City Geneva for the purpose of partially funding Kane County programs to provide household hazardous waste and other services to City residents. The fee shall be paid on the first business day of September each annual contract year and shall be based on the number of households to which refuse service is being provided on July 1st of the same contract year.

### **4.3 Volume Based Sticker Program (a.k.a. “Pay per Bag”) with Refuse and Recycling Toter**

#### **General**

The method of collection services provided by the Contractor shall be volume-based sticker program, commonly known as “pay per bag.” In addition, the Contractor shall be required to provide a sixty-five gallon (65) recycling toter for each “household” as defined herein.

For the purpose of this section the term “pay per bag” shall be understood to mean payment for services rendered using a sticker or bag system.

One pre-paid waste or yard waste collection sticker must be affixed to each proper “disposal unit” as defined herein **or** one “Half Refuse Bag” having a volume capacity not greater than twenty (20) gallons shall be utilized.

The charges for services rendered as described in this section shall not occur on a base rate charge, subscription level, variable rate or any other modified version of a volume based service.

#### **Program Design**

All “households” as defined herein, located within City’s boundaries shall be provided with weekly curbside collection and disposal of all “refuse” as defined herein, all household “construction and demolition debris” as defined herein and all “large household items” as defined herein.

All “households” as defined herein, located within City’s boundaries, shall be provided with weekly curbside collection and proper disposal of all “yard

waste” as defined herein. Weekly yard waste collection shall begin each year on the third full week of March and end on November 30 of that same year. The contractor is required to collect all yard waste for the first two collections of the season without a disposal sticker; the remainder of the season beginning with the third week of the season and running through November 30 shall require a disposal sticker. Starting December 1 and ending December 31, customers will be permitted to place only leaves in yard waste bags on their scheduled collection date and these bags will not require a disposal sticker. If November 30 or December 31 occurs during the middle of the city wide collection days, the contractor shall complete the full week respectively. Meaning, the collection days are Thursday – Friday and November 30 falls on Thursday, the contractor is expected to complete the Friday yard waste collections as normal. Christmas trees shall be collected for a period of two (2) weeks in January. This two (2) week time frame is to be mutually agreed upon between the Contractor and the City.

All “households” as defined herein, located within City’s boundaries shall receive weekly collection of all “recyclable materials” as defined herein.

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper “disposal units”. Customers of each household will be required to attach one waste collection sticker to each disposal unit. The Contractor will be required to collect only properly prepared disposal units which have a waste or yard waste disposal sticker attached or which are fully contained within a Half Refuse Bag. Customers will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal with a waste or yard waste disposal sticker or a Half Refuse bag for each unit.

Each waste or yard waste disposal sticker shall entitle a household to the following pickup services:

- (1) One (1) 32-gallon garbage bag or can; or
- (2) One (1) 30-gallon biodegradable paper yard waste bag; or
- (3) One (1) bulk item (sofa, mattress, etc.); or
- (4) One (1) 50-pound tied bundle of household waste which does not fit within the three (3) previous categories.
- (5) One (1) White Good (as described by state law and herein)

“Half Refuse Bags” shall have a volume capacity not greater than twenty (20) gallons.

Recyclable materials set out for collection will not require a disposal sticker attached and will be collected, processed and marketed by the Contractor. Customers may place unlimited amounts of acceptable recyclable materials at the curb for collection by the Contractor.

### **Payment for Services**

The Contractor shall receive payment for all volume-based services described in this contract through the sale of waste and yard waste disposal stickers and Half Refuse Bags.

### **Disposal Sticker and Bag Distribution**

The Contractor shall be responsible for the printing, distribution and sale of an ample supply of waste and yard waste disposal stickers and Half Refuse Bags. The Contractor shall arrange for at least five (5) local retail outlets to aid in the sale of the disposal stickers and bags. The City also agrees to act as a disposal sticker retailer for the Contractor. The City shall not incur any liability for retailers' payment or other obligations to the Contractor for the stickers or bags. The Contractor shall be solely responsible for collection of sticker and bag sale proceeds. Customers shall have the right to purchase stickers and/or bags in as small a quantity as one (1) sticker/bag at a time.

The Contractor may establish the manner in which retailers shall pay for disposal stickers or bags furnished; provided the Contractor shall not charge retailers or the City for storage, handling, delivery, or any other services associated with the distribution of stickers or bags. The Contractor shall have the right to cease supplying stickers or bags to any retailer that repeatedly allows its sticker/bag inventory to run out. Retailers will be required to pay the Contractor for any previous order to disposal stickers/bags before additional sticker/bag orders are filled except in the cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers or bags to any retailer that becomes more than thirty (30) days in arrears in making payments on its account with the Contractor. The contractor shall notify the City of the names of retailers to which the supply of stickers/bags has been suspended as soon as the suspension occurs.

### **Sticker and Bag Design & Accountability**

The City reserves the right to approve the form, design and working of the disposal stickers and bags before their fabrication. Disposal stickers shall be produced on paper and have an elongated rectangular form with minimum dimension of 19 centimeters in length and 4 centimeters in width. The front of the disposal sticker shall be bright, neon colored background and bear the Contractor's name and phone number. In addition, the front of the sticker shall have the word "address" with a space for customers to write their address if they so desire, and shall also have the date this contract expires listed as an expiration date. The back of the sticker shall list instructions for proper use of the stickers as well as other information pertinent to the "pay-per-bag" program including observed holidays.

The Contractor is responsible for all accounting of stickers and bags for monthly reports. The City recommends the use of serial numbers to aid in accounting and deter counterfeiting. The City shall not be held liable for any counterfeiting of stickers or bags that may occur.

Stickers shall have a good pressure sensitive adhesive which will adhere to disposal unit containers in all weather conditions.

### **Honoring All Stickers and Bags**

The Contractor shall agree to honor all disposal stickers and/or bags purchased by customers for 30 days from the commencement of the contract.

The Contractor shall provide the same level of service for previously purchased disposal stickers or bags as provided for disposal stickers or bags sold at an adjusted sale price. For this reason stickers and bags shall be produced without a price on them.

#### **Sticker/Bag Buy Back Program**

The contractor shall coordinate a refuse sticker buy-back program with the City between June 1, 2028 and June 30, 2028 for all remaining stickers purchased by residents and/or commercial distributors within the City.

#### **Sticker and Bag Handling Fees and/or City Service Charges**

The City reserves the right to allow retailers to charge a handling fee to prevent loss of revenue from credit card purchases. This mark-up will be limited to 3% above the Contractor's quoted sticker or bag price. Such a handling fee shall be added only at the retail level by the retailer and shall be retained by the retailer.

The City reserves the right to add a fixed administrative surcharge to all Contractor's quoted sticker or bag prices. Monies from this surcharge shall be used to defray the expenses incurred by the City for administering this contract. Should the City add an administrative surcharge to the disposal sticker or bag sale price, the Contractor shall submit a monthly accounting of total sticker/bag sales and remit a check to the City equal to the amount of the administrative surcharge multiplied by the monthly accounting of total sticker/bag sales. Such a report and remittance shall be due no later than fifteen (15) days after the close of the month. The City reserves the right to change the amount of the surcharge and shall notify the Contractor at least sixty (60) days prior to a scheduled waste sticker or bag price adjustment of a new administrative surcharge.

#### **Methods of Preparation and Collection of Recyclable Materials**

All recyclable materials as defined herein shall be collected from each household by the selected Contractor on a weekly basis. A waste disposal sticker shall not be required to be attached to any and all recyclable materials prepared, and set out properly by the customers.

Recyclables must be properly prepared and sorted by each household to insure collection.

#### **Wheeled Recycling Toter**

The Contractor shall provide customers with a sixty-five (65) gallon toter for the purpose of recycling. This toter shall be provided at no additional charge.

At the commencement of the contract (as defined herein) customers shall be given a one-time opportunity to select either a ninety-five (95) or a thirty-five (35) gallon toter in lieu of the standard sixty-five (65) gallon model.

The Contractor shall be responsible for advertising this option and administering distribution of alternate toters.

All recyclables contained within or outside of the toter shall be collected for no additional charge.

The Contractor shall be responsible for the purchase and distribution of all recycling toters, and any bookkeeping procedures associated with the toter service.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional recycling toters to newly constructed households located within the city boundaries.

The Contractor shall be responsible for the repair or replacement of a damaged, lost or stolen container and any costs related thereto.

The Contractor shall supply a current listing providing the address and size of each refuse toter rental to the City of Geneva on May 1<sup>st</sup> and November 1<sup>st</sup> of each year within the contract period. This list can be combined with other toter rentals (i.e. yard waste, non-standard sized recycling toters).

#### **Wheeled Refuse Toter Rental Service Option**

The Contractor shall provide customers with an option to rent ninety-five (95), sixty-five (65) or thirty-five (35) gallon toters for refuse collection. Such rental shall be in addition to the sticker based program. Any refuse contained within the toter(s) shall be collected for the base toter rental and service fee. No additional waste stickers are required to be placed on the toter(s). Refuse placed outside of the toter(s) shall require a separate waste sticker.

The Contractor shall be responsible for the purchase and distribution of all refuse toters, and any bookkeeping and billing procedures associated with the toter rental service. The contractor shall be responsible for directly billing customers for the toter rental service option.

Quoted rental fees, service charges and/or deposits associated with toter service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new toter to all customers and the distribution of additional refuse toter to newly constructed households located within the city boundaries.

The Contractor shall be responsible for the repair or replacement of a damaged, lost or stolen container and any costs related thereto.

The Contractor shall supply a current listing providing the address and size of each refuse toter rental to the City of Geneva on May 1<sup>st</sup> and November 1<sup>st</sup> of each year within the contract period. This list can be combined with other toter rentals (i.e. yard waste, non-standard sized recycling toters).

### **Wheeled Yard Waste Toter Rental Service Option**

The Contractor shall provide customers with an option to rent sixty-five (65) gallon toter for yard waste collection. Such rental shall be in addition to the sticker-based program. Any yard waste within the toter(s) shall be collected for the base toter rental and service fee. No additional yard waste stickers are required to be placed on the toter(s). Yard waste placed outside of the toter(s) shall require a separate yard waste sticker. The contractor must also have the option for customers to pay per use with the yard waste toter.

The Contractor shall be responsible for the purchase and distribution of all yard waste toters, and any bookkeeping and billing procedures associated with the toter rental service. The contractor shall be responsible for directly billing customers for the toter rental service option. Quoted rental fees, service charges and/or deposits associated with toter service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new toter to all customers and the distribution of additional yard waste toter to newly constructed households located within the Geneva boundaries.

The Contractor shall be responsible for the repair or replacement of a damaged, lost or stolen container and any costs related thereto.

The Contractor shall supply a current listing providing the address and size of each refuse toter rental to the City of Geneva on May 1<sup>st</sup> and November 1<sup>st</sup> of each year within the contract period. This list can be combined with other toter rentals (i.e. yard waste, non-standard sized recycling toters).

### **Multi-Family w/Over Six (6) Units & Common Waste Containers**

Multi-family complexes having more than six (6) dwelling units and common waste containers located within the City's corporate boundaries who are not covered by this Contract shall have the opportunity to receive the same terms and conditions as this Contract when their individual commercial contracts expire. The Contractor shall work with any complex that expresses interest in receiving these same terms and conditions. The Contractor shall notify the City when a contract executed with a multi-family complex located within the corporate boundaries.

## **4.4 DAY(S) OF COLLECTION**

The **City of Geneva** currently consists of two (2) geographic sectors (East half and West half) for collection on Thursday & Friday respectively with each sector to receive all collection services (as defined herein) on the same day.

Contractor may request the City to rearrange collection sectors in order to more evenly distribute the number of household served on a given day.

All services shall continue to be offered at least once per week. Thursday through Friday, to any household within Geneva's boundaries.

Rearrangement of collection sector must be agreed in writing. It shall be the Contractor's responsibility to design, print and distribute a written letter to each household affected by any rearrangement of collection explaining the reason for the change and the date in which the change in service will take place. The letter shall be distributed by the Contractor at least two (2) weeks prior to the date of service change. The letter and its distribution method are subject to the City's approval.

The Contractor shall notify the City in writing at least 60 days prior to the anticipated date of any subsequent collection schedule changes and shall include a detailed explanation of why the arrangement is necessary and in what specific areas rearrangement of collection days is desired.

If arrangement of the existing service sector takes place, the Contractor's responsibilities as to notification to affected households remains the same as described above. The said letter and its distribution method are to remain subject to the City's approval.

#### **4.5 COLLECTION FROM CITY FACILITIES**

The Contractor shall provide, at no additional cost to the City, refuse, yard waste, universal waste and recyclable materials collection to all City owned facilities, including the furnishing of all needed containers.

- (a) City Hall Facility – one (1), two (2) yard container collected three times per week for refuse and one (1), two (2) yard container collected three times a week for recyclables.
- (b) Police Department - one (1), six (6) yard refuse container and one (1) ninety (90) gallon recyclables toter collected three (3) times per week. One (1) additional two (2) yard recycling container collected up to three times per week for recycling.
- (c) (2) Fire Stations (each shall receive) – one (1), two (2) yard container collected once per week for refuse. One (1) two (2) yard recycling container collected once a week for mixed paper and co-mingled recyclables.
- (d) Public Works Facility – one (1) twenty (20) yard roll off container collected as needed and one (1) two (2) yard container collected two times per week for refuse, one (1) two (2) yard container collected two times per week for cardboard, two (2) ninety (90) gallon toter once per week for mixed paper and co-mingled recyclables.
- (e) Water Treatment Facility - three (3) two (2) yard container collected once per week for refuse. One (1) two (2) yard container collected once per week for recyclables.
- (f) Wastewater Treatment Facility – four (4) two (2) yard container collected once per week for refuse.
- (g) Street-side Waste & Recycling Receptacles- The Contractor shall also provide, at no additional cost to the City, refuse & recycling collection on a

four-times-per-week basis (Monday, Wednesday, Friday and Saturday), to all street-side waste & recycling receptacles located throughout the central business district including commuter parking areas and train depot. There are currently 50+ public waste receptacles to service and five (5) recycling receptacles on Third Street from Campbell to South Street. The number and location of the street-side public waste and recycling receptacles may change from time to time during the term of this contract. Contractor shall coordinate timing of pickups with the City to minimize duration between pickups.

The City reserves the right to increase, or decrease, the size of said containers and frequency of their collection at no additional charge.

#### **4.6 COLLECTION FROM FESTIVALS / SPECIAL EVENTS**

The Contractor shall also provide, at no additional cost to the City, refuse and recycling containers and dumpsters for all designated City festivals and/or special events on an on-call basis.

The number of containers must be approved by the City and the dumpsters picked up the day following the last scheduled day of the event.

The lists for the events are as follows;

- (a) Swedish Days (June): Six (6), six (6) yard containers and all public street-side waste receptacles serviced daily (Tuesday through Sunday). One hundred (100) refuse & recycling toter shall be provided throughout the downtown area and emptied daily. Including additional carts along parade route on Sunday.
- (b) Art Festival (July): Refuse & recycling toters shall be provided throughout the downtown area and emptied daily (Saturday, Sunday, and Monday Event).
- (c) Geneva Concourse (August): Refuse & recycling toters shall be provided throughout the downtown area and emptied daily (Saturday & Sunday Event).
- (d) Festival of the Vine (October): Three (3), twenty (20) yard roll-offs serviced daily (Friday through Sunday). Refuse & recycling toters shall be provided throughout the downtown area and emptied daily.
- (e) Christmas Walk (December): Refuse & recycling toters shall be provided throughout the downtown area, drop off Friday, pickup Monday (Friday Event).
- (f) Annual Cemetery Cleanup: One (1), twenty (20) yard dumpster placed at Oakhill Cemetery on April 1 and November 1 of each year. Dumpster may be removed the following day provided cemetery cleanup is complete.

- (g) Annual Generation Facility Cleanup: One (1), thirty (30) yard dumpster delivered to 1717 Averill Road Geneva Generation Facility. Dumpster will be left onsite for the month of May.

The number of containers must be approved by the City and the dumpsters picked-up the day following the last scheduled day of the event. Contractor will be required to coordinate early morning emptying of totes during events with the City. City staff will bring the toter to the curb for emptying. Other options for special event collection and disposal may be discussed but must be approved by the City.

The City reserves the right to increase, or decrease, the size and quantity of said containers

#### **4.7 NATURAL DISASTER / EMERGENCIES**

The Contractor agrees that should any emergency arise by reason of storm, flood, tornadoes, or the like, which require 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 operating cost of such equipment and labor as it is used. The City reserves the right to direct which disposal sites are to be used during an emergency.

##### **Description of Services:**

In the event a disaster, as declared by the Public Works Director, strikes the City resulting in excessive amounts of refuse, the Contractor will arrange for additional vehicles and employees to maintain a normal collection schedule or a closely related schedule agreeable to the City. The Contractor will be responsible for servicing the community in a timely manner, within one week of the disaster.

The City is dedicated to proper disposal of materials requiring such service. However, the Contractor is expected to assist the City in encouraging recycling and drop-off alternatives for other materials that may be discarded by the public following a disaster (items such as appliances and brush). In order to insure the proper handling, recycling or disposal of all materials generated by a disaster, the Contractor will service the community primarily through curbside collection and the City will designate if and where any dumpsters will be placed.

##### **Payment for Services:**

The City and the Contractor will provide fees to be paid for the services based on the additional level of service required, the volume of material disposed of, number of vehicles servicing the area, and extended hours of operation. This fee will be in addition to the cost associated with the normal service already provided for through the general contract. The Contractor will be responsible for providing all necessary data and a separate monthly invoice for the disaster service.

Transportation and disposal for services shall be billed at a rate of per hour, per man and truck for a typical residential side or rear load refuse equipment.

Roll off containers will be billed at a rate of per unit for transportation.

Both the residential truck and roll off service disposal rate is per ton. In case no scale is available, then a per cubic yard rate will apply.

Conditions for such service shall comply with size, weight and other restrictions set forth in the contract and typical disposal rules.

**4.8 NOTIFICATIONS**

Official notifications, whenever required for any purpose under contract, shall be made in writing and addressed to the City as follows:

City of Geneva  
Director of Public Works  
1800 South Street  
Geneva, Illinois 60134

If to the Contractor:

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All Notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage or certification or registry fees fully pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

**5.0 PROPOSAL COST**

The Contractor agrees to provide weekly refuse, yard waste and recycling collection services as specified in this contract in accordance with the following proposal:

**Volume Based Sticker Program (a.k.a. “Pay per Bag”) with Refuse and Recycling Toter**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Refuse Collection Sticker	\$	\$	\$	\$	\$
Yard Waste Collection Sticker	\$	\$	\$	\$	\$

Half Refuse Bag (20 gal.)	\$	\$	\$	\$	\$
Standard 65-Gallon Recycling Toter	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
35-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
65-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
95-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
35-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
65-Gallon Yard Waste Toter Monthly Rental	\$	\$	\$	\$	\$
Disaster Disposal Transportation Residential Truck – Per Hour Per Unit	\$	\$	\$	\$	\$
Disaster Disposal Roll off Transportation – Per Unit	\$	\$	\$	\$	\$
Disaster Disposal for Residential and Roll off –Per Ton	\$	\$	\$	\$	\$
Disaster Disposal for Residential and Roll off – Alternative Per cubic yard	\$	\$	\$	\$	\$

Name of Company:

\_\_\_\_\_

Address:

\_\_\_\_\_

City, State, Zip:

\_\_\_\_\_

Signed:

\_\_\_\_\_

Date:

\_\_\_\_\_

## **5.2 ADDITIONAL CONTRACT ALTERNATES**

### **5.3 Sunday Downtown Collection**

Included within Section #39, **COLLECTION FROM CITY FACILITIES**, add the following;

- (h) Street-side Waste & Recycling Receptacles- The Contractor shall also provide, refuse collection on Sunday to all street-side waste receptacles located throughout the central business district including commuter parking areas and train depot. There are currently 50+ public waste receptacles to service. The number and location of the street-side public waste receptacles may change from time to time during the term of this contract.

**City of Geneva Cost to provide Sunday Refuse Collection at 50+ containers within the Downtown Business District on an annual basis:**

July 1, 2023 to June 30, 2024 \$ \_\_\_\_\_

July 1, 2024 to June 30, 2025 \$ \_\_\_\_\_

July 1, 2025 to June 30, 2026 \$ \_\_\_\_\_

July 1, 2026 to July 31, 2027 \$ \_\_\_\_\_

July 1, 2027 to June 30, 2028 \$ \_\_\_\_\_

### **5.4 Pay by Use Electronic Recycling**

#### **General Service**

The Contractor is requested to provide an alternate proposal and pricing for providing Curbside Collection of Electronics Recycling (“E-Recyclables”) as an addition.

#### **“E-Recyclables” Definition**

E-Recyclables shall mean any item defined as a “covered electronic device” by 415 ILCS 150, the Electronic Products Recycling and Reuse Act. E-Recyclables shall include, but not be limited to, 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 servicers.

**Scope of Services**

The Contractor shall provide curbside collection of E-Recyclables on the same day of each week that the residence receives regular refuse, recycling and yard waste collection. Residents must tag each E-Recyclable item or bundle of E-Recyclable items with the appropriate number of refuse stickers. The required number of stickers shall remain constant for the duration of the Contract. There shall be no maximum or minimum amount of E-Recyclables that a resident can set out for collection, provided that each item is properly stickered. Contractors are requested to provide pricing based on the below tiers of E-Recyclables.

- Television and monitors shall be collected.
- Bundles of E-Recycling items shall not exceed the size of a brown paper grocery bag of approximately 12 X 7 X 17 inches.
- Single small E-Recycling shall not exceed the size of a shoe box of approximately 12 x 7 x 4 inches.

<b>E-Recyclables Type</b>	<b># of Refuse Stickers Required Per Item</b>	<b>Total Cost Per Item (\$)</b>
Television and Monitors		
Bundles of E-Recyclables		
Single Small E-Recyclable items		

**5.5.1 Special Waste Collection per yard**

The Contractor shall provide a unit cost for disposal of Special Waste. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2023 to June 30, 2024 \$ \_\_\_\_\_ per unit

July 1, 2024 to June 30, 2025 \$ \_\_\_\_\_ per unit

July 1, 2025 to June 30, 2026 \$ \_\_\_\_\_ per unit

July 1, 2026 to June 30, 2027 \$ \_\_\_\_\_ per unit

July 1, 2027 to June 30, 2028 \$ \_\_\_\_\_ per unit

Unit is defined as \_\_\_\_\_

**5.6.1 Hazardous Waste Collection per yard**

The contractor shall provide a unit cost for disposal of Hazardous Waste. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2023 to June 30, 2024 \$\_\_\_\_\_ per unit

July 1, 2024 to June 30, 2025 \$\_\_\_\_\_ per unit

July 1, 2025 to June 30, 2026 \$\_\_\_\_\_ per unit

July 1, 2026 to June 30, 2027 \$\_\_\_\_\_ per unit

July 1, 2027 to July 31, 2028 \$\_\_\_\_\_ per unit

Unit is defined as\_\_\_\_\_

**5.7 Dry Cell Battery Collection**

The contractor shall provide a unit cost for disposal of dry cell batteries. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2023 to June 30, 2024 \$\_\_\_\_\_ per unit

July 1, 2024 to June 30, 2025 \$\_\_\_\_\_ per unit

July 1, 2025 to June 30, 2026 \$\_\_\_\_\_ per unit

July 1, 2026 to June 30, 2027 \$\_\_\_\_\_ per unit

July 1, 2027 to July 31, 2028 \$\_\_\_\_\_ per unit

Unit is defined as\_\_\_\_\_

**5.8.1 Voluntary Alterations**

Contractor shall attach all voluntary alteration to the original proposal submittal.

**6.0 CONTRACT**

**Regulatory Requirements**

Successful proposer must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human

Rights Commission, or EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the proposer, if required by the owner.

### **Events of Default**

The following shall constitute events of default (“EVENTS OF DEFAULT”) hereunder:

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance of this Agreement, made by the CONTRACTOR to the CITY.
- (b) The CONTRACTOR’S material failure to perform any of its obligations under this Agreement, including, but not limited to, the following:
  - (1) Failure to perform the SERVICES or any portion thereof with sufficient personnel and equipment or with sufficient material to ensure the performance of the SERVICES.
  - (2) Failure to perform the SERVICES in accordance with the specifications applicable thereto;
  - (3) Failure to comply with a material term of this Agreement; or
  - (4) Any other acts specifically and expressly stated in this Agreement as constituting an EVENT OF DEFAULT

### **Declaration of Default**

The CITY shall notify the CONTRACTOR of any circumstances that the CITY believes to be an EVENT OF DEFAULT and shall allow the CONTRACTOR a reasonable amount of time to proceed to cure such EVENT OF DEFAULT (which period of time shall be no more than thirty (30) calendar days). If the CONTRACTOR has failed to proceed to cure the EVENT OF DEFAULT within such cure period, the CITY may declare the CONTRACTOR to be in default; provided, however, if such EVENT OF DEFAULT cannot reasonably be cured within the cure period, the CITY may not declare a default hereunder so long as the CONTRACTOR diligently pursues action to cure such EVENT OF DEFAULT, unless in the reasonable judgment of the CITY the CONTRACTOR appears unable to cure such default.

Written notification of any decision of the CITY to declare the CONTRACTOR in default shall be provided to the CONTRACTOR, and such decision shall be final and effective upon the CONTRACTOR’S receipt of such notice. The CITY has the sole discretion to declare the CONTRACTOR’S in default.

### **Remedies for Default**

Upon giving notice of a declaration of default due to the occurrence of an EVENT OF DEFAULT, the CITY may invoke any or all of the following remedies:

- (a) The right to take over and complete the SERVICES, either directly or through others;
- (b) The right to terminate this Agreement effective at a time specified by the CITY;
- (c) The right to seek specified performance, an injunction or any other appropriate remedy;
- (d) The right to recover money damages;
- (e) The right to withhold all or any part of the CONTRACTOR'S compensation hereunder; and/or
- (f) The right to require the CONTRACTOR to discontinue any SERVICES and deliver all materials accumulated in the performance of the SERVICES, whether completed or in process, to the CITY.

#### **Remedies Nonexclusive**

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any EVENT OF DEFAULT shall impair any such right or power nor shall it be construed as a waiver of any EVENT OF DEFAULT shall impair any such right or power nor shall it be construed as a waiver of any EVENT OF DEFAULT or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

#### **Contractor's Drug-Free Workplace Certification**

Pursuant to Chapter 30, Section 580/1 of the Illinois compiled Statutes (30 ILCS 580/1) "Drug Free Workplace Act", the Contractor must certify to the contracting agency that it will provide a drug free workplace that will be included in the proposal packet.

#### **Sexual Harassment Policy Certification**

Contractor, pursuant to Illinois compiled statutes 7751lcs 5/2-105 (A)(4) must be in full compliance and have a written sexual harassment policy in place and provide a copy of such written policy to the Illinois Department of Human Rights upon request.

#### **Illinois Prevailing Wages: (If applicable)**

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply

with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

The Contractor and each Sub-Contractors shall pay each employee engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the City of Geneva, acting by and through its Mayor and Council, known as the party of the first part, and \_\_\_\_\_ its executors, administrators, successors or assigns, known as the party of the second part.

WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these

presents, the party of the second part agrees with said party of the first part at its own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the city under it.

And it is also understood and agreed that the notice to proposers, instructions to proposers, specifications, special provisions, proposal and contract bond hereto attached are all essential documents of this contract and are a part hereof.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this instrument to be executed as of the date hereinabove first written.

CONTRACTOR  
County, Illinois

CITY OF \_\_\_\_\_, Kane

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Mayor

(SEAL)

(SEAL)

ATTEST: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
City Clerk

**7.0 ADDITIONAL ATTACHMENTS AND CITY MAPS**

**EXHIBIT "B"**  
**RESPONSE TO REQUEST FOR PROPOSAL**

# CITY OF GENEVA

CITY OF GENEVA  
1800 SOUTH STREET,  
GENEVA, ILLINOIS 60134  
SOLID WASTE SERVICES

**ATTENTION: MR. RICH BABICA – DIRECTOR, PUBLIC WORKS**



SUBMITTED BY:



5500 PEARL STREET  
ROSEMONT, IL 60018



May 1, 2023

Mr. Rich Babica – Director, Public Works  
City of Geneva  
1800 South Street,  
Geneva, Illinois 60134

**Re: SOLID WASTE SERVICES**

Dear Rich,

On behalf of LRS, I am grateful for this opportunity to provide the City of Geneva with a bid for its solid waste and recycling services.

For the past five years, it has been an honor to partner with the great City of Geneva, a town that I have called and continue to call home for the past 20 years. During this time, I have had the unique vantage point of not only knowing what the City's standards are from its hauler, but as or more importantly, what its residents' expectations are as well.

Since its beginning in 1999, LRS has blossomed into Chicagoland's premier waste hauler. We have accomplished this by providing our customers and municipal partners with service and value proposition which includes: the highest service standards, a courteous, professional and helpful customer service team, a focus on savings without sacrificing quality service, investments in infrastructure and an aggressive approach to recycling initiatives and reductions in our carbon footprint.

This year alone, LRS opened its third state-of-the-art recycling processing facility on the South Side of Chicago, and will formally integrate its first electric truck to its fleet this spring. We complement our facilities and assets with the area's best drivers and employees, knowing that they are the life's blood of our company.

No other hauler is as demonstrably committed to providing great service, or has pledged to reduce its carbon footprint as much as LRS. We hope the City will consider this environmental aspect when considering its next hauler, along with the great service and value we will continue to provide.

We look forward to further conversations with the City, and again, are grateful for this opportunity.

All the best,

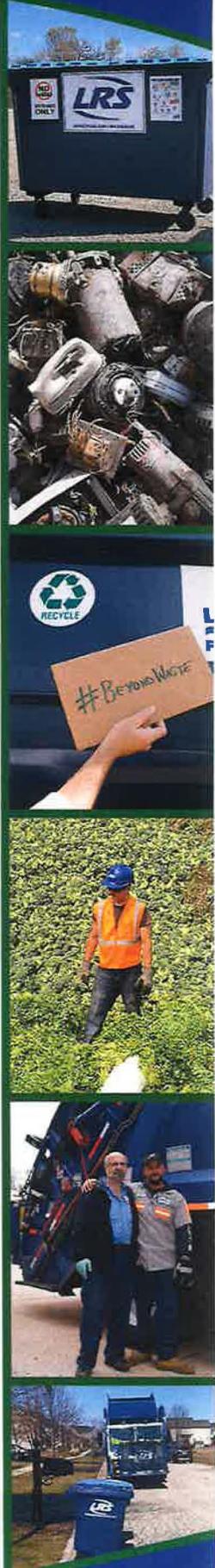
Bill Kenney  
Municipal Manager  
[BKenney@LRSrecycles.com](mailto:BKenney@LRSrecycles.com)



# MISSION STATEMENT

**LRS 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.**





## OUR VISION

TO BECOME THE SAFEST, MOST INNOVATIVE WASTE RECYCLER IN THE WORLD BY REDEFINING THE WAY THE WORLD VIEWS WASTE.

## LRS VALUES

### LIVE SAFETY

OUR HIGHEST VALUE IS THE HEALTH AND WELFARE OF PEOPLE.

### SERVE WITH PASSION

DELIVER CONSISTENTLY EXCEPTIONAL SERVICE TO OUR COLLEAGUES, OUR CUSTOMERS AND ALL OF THE COMPANY'S STAKEHOLDERS.

### INNOVATE RELENTLESSLY

SHOCK THE WORLD WITH PIONEERING WASTE AND RECYCLING SOLUTIONS.

### ENGAGE WITH INTEGRITY

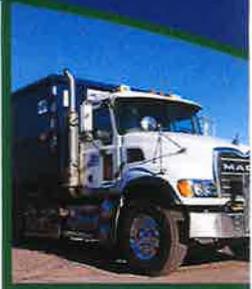
BE AUTHENTIC. SPEAK THE TRUTH. LIVE OUR VALUES.

### BUILD COMMUNITY

BUILD RELATIONSHIPS FOR THE LONG-TERM. ENHANCE THE SUSTAINABILITY AND QUALITY OF COMMUNITIES WE SERVE.

### BE ACCOUNTABLE

TAKE OWNERSHIP. DELIVER ON OUR PROMISES.





## EXECUTIVE SUMMARY

### COMPANY EXPERIENCE

LRS is prepared and committed to carrying out all provisions of the City's RFP. We believe our submission will not only outline our abilities to meet and exceed the City's criteria, but will also demonstrate LRS' ability to stand out when it comes to additional value to the residents of the City of Geneva.

LRS owns and operates several dozen facilities throughout Illinois, Iowa, Minnesota and Wisconsin, including several of the Midwest's most sophisticated Material Recovery Facilities (MRF), and several of the country's most advanced recycling plants.

At each facility, LRS uses a unique combination of human quality control (line workers who scrutinize and capture items that technology may not recognize) and automation (optic sorters, ballistic separators, eddy currents, et al).



This technology allows us to divert as much as 40% of recyclable items from conventional waste, and a true recycling rate of nearly 100% at our MRF's and recycling centers.

LRS is the contracted hauler for over 200 municipalities, including Geneva. Several of those with similar make-up and characteristics of the City of Geneva. From the North Shore (Highland Park, Glencoe, Winnetka) to the West (Wheaton, DeKalb, St. Charles, Geneva), and south (Blue Island), LRS understands the unique characteristics and high standards that Chicagoland communities demand.

In terms of outreach, LRS is the only Chicagoland hauler to have a dedicated marketing department, which compliments the high standards we place on our operations, dispatch and customer-service departments. With each community we service, we continuously work with residents and administrators to come up with tailored promotional programs that will fit the City's needs and expectations.

### COMPANY INFORMATION

<b>Full Company Name:</b>	LRS
<b>Address:</b>	5500 Pearl Street Rosemont, IL 60018
<b>Phone Number:</b>	844.NEED.LRS
<b>Fax Number:</b>	773.685.6043
<b>Website:</b>	LRSrecycles.com



## EXECUTIVE SUMMARY (CONTINUED)

### SERVICE STANDARDS

Since our inception, LRS has flourished into one of the largest haulers in the Midwest, and one of the largest privately-held haulers in America. Our growth has been organic and deliberate at every step of our 20+ year journey. Several factors come into play when it comes to our successful growth as a company, but none more important than the first-rate service we have been delivering on since the day we started.

LRS now serves as the exclusive waste and recycling hauler for more than 200 municipalities. In Kane County alone, we service the Cities of Geneva and St. Charles, Campton Hills, Mill Creek, Sugar Grove and Montgomery. Our Geneva team will consist of veteran drivers, a customer team-lead, a municipal coordinator and a municipal manager. Each of these roles will have separate duties and accountabilities to ensure the City and its residents are addressed quickly and effectively from standard weekly services to everyday thoughts, questions and concerns.



Our operational team will also have a dedicated Geneva supervisor, who will start assessing the City in terms of routing and efficiency well before we start services.

### UNIQUE RECYCLING CAPABILITIES

As municipalities' and residents' views and approaches to recycling evolve, so does LRS' commitment to our mission of sending as little material to landfills as possible. However, it takes more than words and empty gestures to accomplish this. Over the past seven years, no other Chicagoland hauler demonstrably committed itself to upgrading and building new recycling infrastructure. In 2016, LRS opened one of Illinois' most state-of-the-art recycling facility in Forest View. This facility sorts up to 20 tons of recycling material per hour by using optic sorters, ballistic sorters and AI robots. In 2020, our Forest View facility was complimented with another newly-built recycling facility in Northbrook, and February of this year, LRS officially opened our new \$55M recycling facility in Chicago's Back-of-the-Yards neighborhood, which stands over 150,000 square feet, and processes over 25 tons of recycling material per hour. Again, no other hauler has committed itself to a robust recycling program the way LRS has.

### EXPERIENCE

LRS know that the City and its residents have high expectations and standards for all services and utilities. We know this not only because of our familiarity with the area, but also because some of our employees call Geneva home.

## EXECUTIVE SUMMARY (CONTINUED)

### AWARDS

#### BEST AVAILABLE ENVIRONMENTAL TECHNOLOGY

The National Association of Environmental Professionals recognized LRS' investment in building an innovative, state-of-the-art, single stream recycling facility in Chicagoland which also serves a significant portion of the Chicago Metropolitan area. NAEP awards are granted to companies and agencies with projects that achieve outstanding environmental contributions.



#### TOP 50 OF TOP 100 WASTE AND RECYCLING HAULERS NORTH AMERICA – WASTE360

Waste360 recognized LRS for two consecutive years for ranking in the top 50 of the top 100 waste and recycling haulers in North America. This reflects LRS' ongoing success through organic growth and regional expansion in both Chicagoland and the Chicago Metropolitan area. Waste360 is the leading information, event, commerce and education provider to the solid waste, recycling, organics and sustainable communities and plays a critical role in connecting industry professionals worldwide.

#### ADDITIONAL AWARDS AND SPECIAL RECOGNITIONS

- Chicago's Best and Brightest Companies to Work For 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023
- Company of the Year – American Business Awards
- Crain's Fast 50 2019, 2020, 2022
- Crain's Largest Privately Held Business 2017, 2018, 2019, 2020, 2021, 2022, 2023

#### LRS MATERIAL RECOVERY FACILITIES AWARDS, CERTIFICATIONS AND ATTRIBUTES

In 2020, the LRS material recovery and waste transfer station facilities throughout northern Illinois and southern Wisconsin processed nearly 1.2 million tons per year of municipal solid waste (MSW) and recyclable materials, and 71,000 cubic yards of organic materials. In terms of best practices in safety and environmental sustainability, every LRS facility utilizes processes far exceeding industry standards. The following provides some insight on some of the facility features that contribute to the high standards of LRS.

#### LRS LEED CERTIFIED FACILITIES

Most municipalities, manufacturing, construction, and commercial companies have waste minimization goals and requirements which include reducing, reusing, and recycling materials they generate for disposal. The LRS facilities boast impressive environmental certifications that allow LRS customers to be more competitive in their marketplace by providing waste minimization guarantees for the end disposition of materials.



To that point, LRS is the only recycling company in the Chicagoland and Chicago Metropolitan area certified by the Recycling Certification Institute (RCI) with LEED certifications. This highly regarded certification attracts a significant amount of municipal, commercial, and industrial contractors who use LRS facilities for all of their waste disposal needs.

## SIMILAR CHICAGOLAND MUNICIPAL CONTRACTS

LRS has been part of the expanding Chicagoland community since its inception. LRS has become the preferred hauler of the following municipalities for their residential services:

- **City of Chicago: Blue Cart Program (1 of 6 segment areas)**
  - Residential service agreement
  - Start date: October 2011
  - Size: 125,000 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 Bannockburn**
  - Residential and commercial franchise
  - Franchise start date: April 2013
  - Size: 250 households
- **Chicago Public Schools**
  - Commercial franchise
  - Franchise start date: January 2014
  - Size: 658 schools
- **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
- **Village of Winnetka**
  - Residential recycling service agreement
  - Start date: February 2016
  - Size: 4,200 households
- **Village of Glencoe**
  - Residential service agreement
  - Start date: February 2016 (recycling); November 2017 (waste)
  - Size: 3,200 households
- **City of Wheaton**
  - Residential franchise
  - Franchise start date: October 2016
  - Size: 14,500 households
- **City of Highwood**
  - Residential and Commercial franchise
  - Franchise start date: May 2017
  - Size: 1,900 households
- **City of Blue Island**
  - Residential service agreement
  - Franchise start date: June 2017
  - Size: 8,500 households
- **City of St. Charles**
  - Residential service agreement
  - Franchise start date: July 2018
  - Size: 12,500 households
- **Village of Lisle**
  - Residential service agreement
  - Franchise start date: July 2018
  - Size: 11,000 units
- **City of DeKalb**
  - Residential service agreement
  - Franchise start date: September 2018
  - Size: 9,000 households
- **City of Elburn**
  - Residential service agreement
  - Franchise start date: October 2018
  - Size: 3,600 households
- **Village of La Grange Park**
  - Residential service agreement
  - Franchise start date: April 2019
  - Size: 4,000 households
- **Village of Worth**
  - Residential service agreement
  - Franchise start date: May 2019
  - Size: 2,500 households
- **Village of Elmwood Park**
  - Residential service agreement
  - Franchise start date: May 2019
  - Size: 7,400 households
- **Shields Village**
  - Residential service agreement
  - Franchise start date: December 2019
  - Size: 600 households
- **Village of Western Springs**
  - Residential service agreement
  - Franchise start date: January 2020
  - Size: 4,600 households

See References for additional contact information.

## REFERENCES (CONTINUED)

### MUNICIPAL REFERENCES

#### City of St Charles

Mr. Tim Wilson , Public Works Manager – Environmental Services  
 St Charles Public Works  
 1405 S. 7th Avenue, St. Charles, ILL 60174  
 630.377.4405



#### City of Wheaton

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



#### City of Highland Park

Ms. Erin Jason, Assistant City Manager  
 1707 St. Johns Avenue, Highland Park, Illinois 60035  
 847.926.1000



#### City of Skokie

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



#### Village of Western Springs

Ms. Elaine Haeske, Deputy Village Clerk  
 740 Hillgrove Avenue, Western Springs, IL 60558  
 708.246.1800



#### Village of Elmwood Park

Paul Volpe, Village Manager  
 11 Conti Parkway, Elmwood Park, IL 60707  
 708.452.3912



#### Village of Deerfield

Andrew Lichterman, Assistant Village Manager  
 850 Waukegan Road, Deerfield, IL 60015  
 847.945.5000



 **Highland Park**

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

November 6, 2017

Kathleen Gargano  
Village Manager  
VILLAGE OF HINSDALE  
Via Email: [kgargano@villageofhinsdale.org](mailto:kgargano@villageofhinsdale.org)

RE: Lakeshore Recycling Systems

Dear Kathleen,

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](mailto:gneukirch@cityhpil.com). Best wishes on your review and selection process.

Sincerely,

Ghida S. Neukirch, CM  
City Manager



## REFERENCES (CONTINUED)



City of Wheaton, Illinois

City of Wheaton  
303 W. Wesley Street  
Wheaton, IL 60187-0727  
630-260-2000

[www.wheaton.il.us](http://www.wheaton.il.us)

November 7, 2017

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 turkey 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 [jduguay@wheaton.il.us](mailto:jduguay@wheaton.il.us).

Sincerely,

John Duguay  
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. Dzugan

City Council – Michael Barbier • Suzanne Fitch • John Prendiville • John Rutledge • Todd Scalzo • Phil Suess

## QUALIFICATIONS OF PERSONNEL

### **JOHN SLIWICKI: EXECUTIVE VICE PRESIDENT, CENTRAL REGION**

John joined LRS in 2016 with over 17 years of 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. He worked in the Chicagoland waste industry for many years overseeing hauling and post collections. 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 as well as his new role overseeing the Central Region Division. John has spent the last two years overseeing all of LRS' post collections divisions which include our transfer stations, material recovery facilities and landfills. Within the 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 with his well-rounded experience.



### **BILL KENNEY: MUNICIPAL MANAGER**

Bill currently oversees LRS' municipal contracts and serves as our lead liaison for Chicago Public Schools (CPS). He works closely with administrators at CPS headquarters, as well as individual schools to find new ways to improve services and market best recycling practices at all levels. Bill earned a B.A. from DePaul University.

### **JOHN MCGEE: VICE PRESIDENT OF OPERATIONS, CENTRAL REGION**

John has been the General Manager out of the Maywood, IL location for nearly two years and has 33 years of experience in the waste industry. John was recently promoted to Vice President of Operations for the Central Region, which will include overseeing all operational components of the City of Geneva. He originally started in this industry with Browning-Ferris Industry (BFI) and has intimate knowledge of the waste, recycling and organics hauling and disposal in the Chicagoland region. John is now overseeing all of the central region to build a safety culture and customer experience that is second to none. John is honored and excited to work with the men and women at LRS, the thousands of customers the LRS team has built throughout Chicagoland, with a commitment to drive our mission as we move into the future.



## QUALIFICATIONS OF PERSONNEL (CONTINUED)



### **ASHOK DHIMAN: VICE PRESIDENT OF CUSTOMER EXPERIENCE**

Ashok is a customer-focused and business-savvy digital transformation leader, leading and directing teams in creating enterprise and customer facing products, business solutions and capabilities. Ashok brings more than 25 years of experience in both the business and technical side with deep understanding of how to use technology, business processes innovation and needed partnerships across the organization to enhance customer experience. His focus prior to joining has been in - Customer Experience (CX), Product Management, Voice of the Customer (VoC), Digital Experience and customer analytics.

Ashok is leading LRS customer experience and digital experience teams, bringing in continuous process improvements and system integration best practices. He designed and implemented enterprise NPS (VoC) and customer touchpoint experience research methods for continuously monitoring and scouting the innovation horizon. He continues to collaborate and build partnership with cross-functional teams at LRS to driver process efficiencies and the customer experience gains.

### **ANN INFUSINO: DIRECTOR OF CUSTOMER EXPERIENCE**

Ann offers a wealth of knowledge and experience to lifting our customer service to the next level as the Director of Customer Experience. For more than two decades, Ann has been driving superior customer service through strong leadership, superior training and process improvement. As a lean Six-Sigma trained leader, our team is lead to offer each customer a wonderful and efficient experience. Ann's goal is to offer every resident a cohesive customer experience through all customer touch points (phone, email, online chat and social media).





## OPERATIONAL APPROACH

### ORGANIZATIONAL PLAN

LRS will provide the City with a dedicated customer service team and management team. Residents and City administrators will have 24-hour access to our customer service center. Our management team will be led by Bill Kenney (Municipal Manager). He will oversee all facets of the City's contract, and constantly look for ways to improve efficiencies and the overall experience for the City residents. The following are critical areas of concentration:

### OPERATIONS SUPPORT

Led by our Regional Operations Vice President, John McGee, he and his team will use their vast industry experience – specifically related to municipal work, to ensure a smooth transition from the City's incumbent hauler to LRS.



### OPERATIONS SUPERVISOR

Our experienced operations team will have a dedicated Operations Supervisor who will audit routes everyday, and spend several days each week in the City making sure all services are operating at peak performance.

### CUSTOMER SUPPORT

Led by Ashok Dhiman (Vice President of Customer Experience), resident's phone calls and email requests will be handled in a timely manner. Ashok and Ann Infusino (Director of Customer Experience) will personally oversee all requests to ensure quick resolution and satisfaction. The customer experience team will also assist in billing activity and support.

### PRIMARY CONTACT

Bill Kenney  
Municipal Manager  
BKenney@LRSrecycles.com  
773.960.2091  
5500 Pearl Street  
Rosemont, IL 60018

## OPERATIONAL APPROACH (CONTINUED)

### CUSTOMER EXPERIENCE

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.

LRS would provide letters/brochures in advance of a renewal start date that would be approved by the City of Geneva. 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. All calls will be tracked and reviewed by a LRS manager on a daily basis.



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

### CUSTOMER SERVICE DAY-TO-DAY

- Phone number: 844.NEED.LRS
- Hours of Operation: 7:00 am-6:00 pm (Monday-Friday); 7:00 am-1:00 pm (Saturday)
- Center Location: Locally housed in Rosemont, IL Corporate Headquarters



#### Procedures for handling complaints, missed pickups and other customer calls

Residents may call LRS' Customer Service Center at 773.685.8811. 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 at **844.NEED.LRS**. 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.

## OPERATIONAL APPROACH (CONTINUED)

### RECYCLING CAPABILITIES

Our approach to recycling is unique within our industry. We are a company proudly rooted in sustainability. Our team works hard to help our customers increase recycling efforts, decrease solid waste generation and provide education on sustainable products that can be applied to any organization.

Our single-stream recycling program includes the following:

- Glass jars and bottles (flint, amber and green)
- Plastic bottles and containers (plastic #1 - #7, excluding #6)
- Tin and metal cans
- Cardboard and paper (chip board, newspaper, magazines, junk mail, catalogs, paper bags, kraft paper telephone books, office paper, file folders and paper towel rolls)
- Aseptic packaging (milk and certain beverage containers)
- Newsprint (ONP)
- Aluminum cans; steel cans, empty aerosol cans, paint cans, oversize cans
- Dry cell batteries
- Glass bottles and jars (flint, amber and green);
- Soft plastic (grocery bags)
- Gable-top cartons (coated milk and juice container); multi-layered juices boxes

LRS looks forward to partnering with the City in finding ways to maximize its participation in recycling programs. We know that this includes being a responsible partner to all of its residents. We feel that our nearby proximity and familiarity with the area makes us the best fit for the City.



## OPERATIONAL APPROACH (CONTINUED)

### APPROACH TO RECYCLING

When LRS began, one of our highest priorities was to concentrate on ways to become the industry leader in recycling. Unlike many of our competitors that see themselves primarily as waste haulers, we very consciously chose the name Lakeshore Recycling Systems (recently abridged to 'LRS') to emphasize our message and goal. We deliberately stayed away from words like "waste" and "disposal."

LRS manually sorts most loads that enter our transfer stations. We effectively filter recyclable material by passing it through a conveyor system that combines high degree of technology with skilled line workers.

This pulls as much as 40% of recyclable material from the conventional waste streams that would otherwise end up in landfills. We have strong convictions that a waste company should strive for more than just well-crafted slogans and tag lines when it comes to recycling; it should implement a call to action.



### ORGANIC WASTE

Should the City initiate a discussion about creating an organics plan, LRS will be prepared. We currently have organics programs with several of our municipal partners.



### ELECTRONIC WASTE (E-WASTE)

Electronic waste (E-Waste) is a burden for many communities, counties and states throughout the US.

As per the City's RFP direction, LRS will provide a weekly collection of electronic waste based on a systems of residents using stickers.

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.



## OPERATIONAL APPROACH (CONTINUED)

### ADDITIONAL SERVICES

LRS is a fully integrated company with local assets that rank with our largest competitors. Our fleet of end-loaders, front-loaders, street sweeping vehicles, vacuum service vehicle, back hoes, dump trailers and 100-yard semi-trailers is unmatched in the Chicago area.

LRS has the resources and assets to assist The City of Geneva with any natural disasters or Public Work projects that may be presented.

- Street Sweeping Services
- Portable Restroom Services
- Environmentally Friendly Mulch
- Semi-dump Truck Services
- 100-yard Transfer Trailer Trucks



## OPERATIONAL APPROACH (CONTINUED)

### INNOVATIVE TECHNOLOGY

#### Driver Tablets

LRS introduced driver tablets into every fleet vehicle in order to track pickups, easily photograph containers for customers and retain the most updated route schedule possible while drivers are enroute. These modifications have reduced LRS' paper consumption by 50%.

#### Productivity Increase

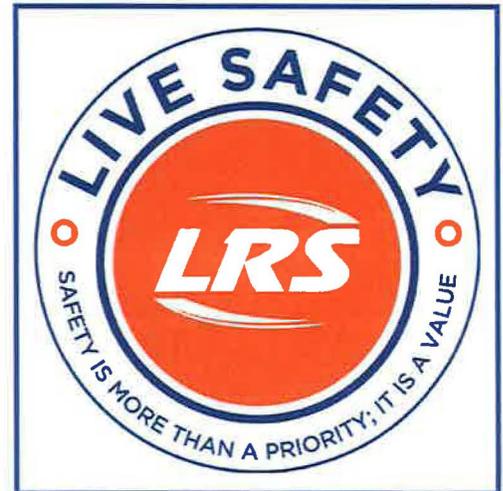
LRS increased productivity extensively in the past year. Commercial route productivity increased by 14%, which translates to LRS picking up six more yards of volume per hour this year in the same amount of time. In addition to commercial productivity, roll-off productivity increased by 17%, saving LRS nearly 20 minutes a load.



These metrics mean a dramatic decrease of time spent on the roads, physical labor endured from drivers, as well as a reduced carbon footprint.

#### 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.



## OPERATIONAL APPROACH (CONTINUED)

### DRUG FREE WORKPLACE

It is a policy of LRS 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. **LRS conducts monthly safety meetings across all facilities to address a variety of potential issues and best practices.**

The past success and future growth of LRS is linked by our most important asset: our people. Consequently, LRS does not tolerate the use of alcohol, illegal drugs or controlled substances in the workplace. **LRS exceeds DOT mandated random drug testing requirements.**

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.





## OPERATIONAL APPROACH (CONTINUED)

### REPORTING

An LRS representative will be tasked with supplying reports quarterly through email to the designated contact from the City of Geneva.

Documentation and communication for customer issues can be sent in PDF form upon request. See the example below.

THE CITY OF GENEVA RECYCLING REPORT													
2017 Monthly Summary Lakeshore Recycling Systems													
COLLECTION PERIOD	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	YTD
RESIDENTIAL RECYCLING TONS	0	0	129.3	144.32	146.19	148.54	139.51	131.85	144.52	141.38	145.03	147.99	1418.63
RESIDENTIAL TRASH TONS	0	0	7.33	8.14	9	7.6	8.6	7.87	10.35	7.47	9.72	7.83	83.91
<b>TOTAL TONS</b>	<b>0</b>	<b>0</b>	<b>136.63</b>	<b>152.46</b>	<b>155.19</b>	<b>156.14</b>	<b>148.11</b>	<b>139.72</b>	<b>154.87</b>	<b>148.85</b>	<b>154.75</b>	<b>155.82</b>	<b>1502.54</b>
RECYCLING PARTICIPATION RATE													
COLLECTION PERIOD	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	YTD avg.
AVG. # OF HOMES SRVCD. MONDAYS	532.2	535.5	521	520	535.6	562.25	528.8	517.25	574.75				
AVG. # OF HOMES SRVCD. THURSDAYS	416.5	522.25	470.6	442.5	470	429.8	422	428.8	458.5				
WEEKLY AVG. # OF HOMES SERVICED	948.7	1057.75	991.6	962.5	1005.6	992.05	950.8	946.05	1033.25	0	0	0	0
WEEKLY ROUTED # OF HOMES	2978	2978	2978	2978	2978	2978	2978	2978	2978	0	0	0	#REF!
AVERAGE RECYCLING SET OUT RATE PER WEEK	31.86%	35.52%	33.30%	32.32%	33.77%	33.31%	31.93%	31.77%	34.70%	#DIV/0!	#DIV/0!	#DIV/0!	#REF!

Since our earliest days, LRS has served as an innovator, disruptor, and leader on recycling and waste diversion in greater Chicago. Over the past 10 years, we have pioneered and developed a highly efficient and scalable circular operating model in which the more material diverted, reused and repurposed away from the waste stream the more we sustain the utility of materials and in turn protect natural resources.

The LRS circular operating model has propelled our success as a company, enabling us to reinvest in our growth, install the country's first Artificial Intelligence (AI)-based robotic sorter at our acclaimed Heartland Recycling Center, and create value for all our stakeholders by serving as a national model for reimagining the way we manage waste and recyclables.



Sustainability and safety remain rooted in our company culture and operations, and consistent core operating values of the companies we acquire.

### **ESG: CODIFYING OUR HERITAGE OF SUSTAINABILITY, SOCIAL IMPACT AND TRANSPARENT GOVERNANCE**

Today, the values of environmental sustainability, social responsibility and governing transparency have never been more relevant. This year we formally rolled out our Environmental, Social and Governance (ESG) initiative, joining millions of other public- and privately-held companies around the world in codifying our heritage as a sustainability leader. In 2023, we will publicly report our scope 1 and scope 2 greenhouse gas emissions and set roll out plans to dramatically reduce our carbon footprint.

As a waste diversion and recycling leader, particularly here in the Chicagoland region, it is imperative for LRS to live the values we espouse, placing a high priority on environmental sustainability and social impact as part of our corporate citizenship. We remain agile in adapting to a governing culture based on continuous improvement, and calibrate our operations to comply with new global standards for emissions reporting, energy consumption and diversity, equity and inclusion programs.

### **DIVERSIFICATION: EXPANDING INTO SUSTAINABILITY MARKETS: PORTABLE TOILETS, STREET SWEEPING**

In January 2017, LRS entered the competitive portable services line of business, and has since scaled into one of the largest providers of portable restrooms and street sweeping services in greater Chicago. Today, LRS ranks within the top five largest portable restroom service providers in the nation, and provides essential street sweeping services on behalf of more than 60 municipalities across Chicagoland and northern Illinois.



### **ORIGINS IN PARTNERSHIP**

In the early 2000s, both Lakeshore Waste Services and Recycling Systems, Inc. transformed the way waste is managed, processed and diverted from the waste stream. The companies, which combined in 2013 to form LRS, generated valuable partnerships with local and regional organizations who repurposed and reused the commodities we processed: from roofing shingles to scrap metal, glass to construction/demolition waste; these invaluable partnerships continue to serve us well and formed the foundation early for our circular operating best practices.



## ESG MISSION (CONTINUED)

### LRS SNAPSHOT: 2022 FOOTPRINT

LRS operates 65 facilities, including three of Illinois' only RCI-certified C&D recycling facilities: Heartland Recycling Center (Forest View), West Chicago Material Recovery Facility, and our single-stream recycling facility in Northbrook.



Midwest presence: Illinois, Wisconsin, Iowa, Indiana, Michigan, Minnesota, Mississippi, Arkansas, Kansas, Tennessee

Tiny landfill footprint (comparable to larger national waste management corporations):

- Ecology Solutions, Atkinson, Illinois; Rolling Hills Landfill (retired and no longer in use), Buffalo, Minn.; and a construction & demolition landfill located in Mayflower, Ark.

Revenues: \$600,000,000+

Employees: 2,700+

### THINKING GLOBALLY: MACQUARIE INFRASTRUCTURE AND REAL ASSETS: INFRASTRUCTURE'S GREEN GIANT

LRS is on a path to be net-zero by 2040, following recapitalization by Macquarie Asset Management in August 2021. Macquarie is the world's largest infrastructure asset manager.

Fleet, facility transformation: LRS, through ongoing investments in renewable energy sources, fleet vehicles, on-site yellow iron and energy consumption reduction, is working actively to transform our carbon footprint. Based on economies of scale, improving technology, manufacturing and innovation, LRS is working to transform its fleet and facilities.

### ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO

Carbon footprint reduction starts by accelerating public-private collaboration:

#### Barging

LRS and Ozinga are proud to join forces on the Illinois Ports Sustainable Waste Bailing and Barging project. In an innovative new approach to creating a more sustainable waste supply chain, LRS and Ozinga are proposing the barging of waste that would remove 7 million truck miles, reduce diesel consumption by nearly one million gallons, and eliminate 22 million pounds of CO2 and 1.5 million pounds of particulate emissions each year.

Transporting waste by barge is a safe, efficient, and environmentally responsible way to move waste. Before barging, every bale of municipal solid waste (MSW) will be wrapped in air-tight and water-tight film. This method of handling and transporting waste has been used for many years throughout Europe, so the technology and methodology are proven and reliable.

The bales will then be loaded on to barges at the LRS California Avenue Port (3152 S. California Ave. Chicago, IL) and transported via the Chicago River and Illinois River to the Port of Henry (1440 County Rd. 1500 E, Henry, IL). One barge of MSW will remove 62 diesel trucks from the road per day, combating the climate crisis and reducing air pollution.

The Illinois Ports Sustainable Waste Bailing and Barging project will reinvigorate an underutilized waterway and connect rural Henry, IL with the City of Chicago. This project aligns with the City of Chicago's Climate Action Plan to reduce greenhouse gas emissions 60% by 2040 and will be sponsored and approved by both the Henry, Illinois City Council and Mayor Jeffry Bergfeld. The Illinois Ports Sustainable Waste Bailing and Barging is an economic and environmental win for Illinois.

## ESG MISSION (CONTINUED)

### ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO (CONTINUED)

#### Environmental Benefits

- Reduction of 22 million pounds of CO2 emissions annually.
- Reduction of 1.5 million pounds of particulate emissions annually.

#### Residential Recycling in Chicago

Winning the City of Chicago’s official residential recycling partner contract, serving four of six Blue Cart zones. In conjunction with the contract, a new advanced Material Recovery Facility (MRF) is currently under development in Chicago with a go-live time frame of Q4 2022 and an adjoining education center proposed for the site.

#### The Recycling Partnership

LRS works closely with this forward-thinking organization for plastic recycling grants and increasing access to recycling services throughout Chicago, the surrounding suburbs, and rural communities throughout Illinois.

#### Generating social impact

The confluence of a global pandemic, gender and racial inequality, and systemic inequities in society have contributed to a new, more mindful, operating normal for organizations around the world. At LRS, the implementation of social impact initiatives has served as a valuable, natural extension of our footprint in the neighborhoods and communities we serve.

LRS continues to attract and retain top talent through transparent hiring processes that embrace gender equality, racial diversity and age inclusivity. We also prioritize hiring veterans who served in our nation’s armed forces, persons with disabilities, and offering second chance career pathways for incarcerated populations. LRS also impacts and uplifts marginalized or underserved communities through service-based employee volunteering, mentorship, funding and education within the neighborhoods and communities we serve.

A sampling of these initiatives includes:

**Developing the next generation of environmental stewards:** Since 2014, LRS has served the waste and recycling needs for Chicago Public Schools, the nation’s third largest school system. As part of our commitment to support the District’s zero waste goals, LRS has introduced composting in 24 CPS schools with plans for continued implementation. We continue to educate students through virtual and in-person presentations across Chicagoland, promoting zero waste programs in schools and being mindful of how we responsibly discard the waste we generate.

**Training and developing a skilled workforce:** In partnership with Universal Technical Institute (UTI), LRS pairs mentor mechanics with talented UTI student mechanics leading to future employment with LRS and a partial subsidy each year toward their tuition.

**Extending a hand up to empower future generations:** LRS recently launched an endowed scholarship program for promising business students struggling with financial hardship.

**Mentoring the next generation of innovators** at Northern Illinois University’s College of Business through our Business-In-Action and Experiential Learning Center programs. These frontline experiences challenge students to solve real-world, complex business issues and recommend solutions; both programs reach more than 100 business students per academic year.



## ESG MISSION (CONTINUED)



### ACTING LOCALLY: BOOSTING COLLABORATION, ENVIRONMENTAL & SOCIAL IMPACT IN CHICAGO (CONTINUED)

**Partnering with Habitat for Humanity** through coordinated employee volunteering events, we have helped build new homes in dilapidated communities across Chicago.

**Donating resources to combat food insecurity** in select communities where cost of living challenges remain prevalent.

**Promoting employee wellness at Wellness Fairs** each fall, offering employees the opportunity to get flu shots, biometric health screenings, and learn about resources available to keep them and their families healthy year-round.

**Annual fundraising events** from organized employee walks, charity golf tournaments and employee donations to fuel the fight against Lupus.

### ESG/ENVIRONMENTAL STEPS

LRS continues to be an industry leader when it comes to taking aggressive steps in lowering greenhouse emissions and its overall footprint. Our fleet is a mix of clean-diesel and CNG trucks, as well as electric cars which are used for route supervisors.

Moving forward, LRS feels strongly that conversion from a clean-diesel and CNG-based fleet is inevitable. We have already begun demo-testing electric yard-spotters, and begun discussions to incorporate MRF material-handlers at our facilities. Although this technology is not quite ready to be used on an every-day-basis, the proof of concept is there, and we plan to be at the apex of this technology. LRS purchased its first electronic truck in 2023.

#### Electric Yard-Spotters

- Up to 36 hours of operation per charge (max 10mph)
- Limited braking reduces particulate emissions
- Eliminates over 6,500 gallons of diesel fuel usage per year

#### Electric Material Handlers

- Direct plug-in with umbilical
- Eliminates over 10,000 gallons of diesel fuel per usage per year

#### Clean Diesel Collection Vehicles

- More efficient than compressed natural gas (CNG)
- Selective Catalytic Reduction (SCR) reduces NOx to near zero
- Diesel Particulate Filter reduces PM2.5 to near zero



Both the residential truck and roll off service disposal rate is per ton. In case no scale is available, then a per cubic yard rate will apply.

Conditions for such service shall comply with size, weight and other restrictions set forth in the contract and typical disposal rules.

#### 4.8 NOTIFICATIONS

Official notifications, whenever required for any purpose under contract, shall be made in writing and addressed to the City as follows:

City of Geneva  
 Director of Public Works  
 1800 South Street  
 Geneva, Illinois 60134

If to the Contractor:

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All Notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage or certification or registry fees fully pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

#### 5.0 PROPOSAL COST

The Contractor agrees to provide weekly refuse, yard waste and recycling collection services as specified in this contract in accordance with the following proposal:

##### **Volume Based Sticker Program (a.k.a. "Pay per Bag") with Refuse and Recycling Toter**

	Year 1	Year 2	Year 3	Year 4	Year 5
Refuse Collection Sticker	\$ 3.95	\$ 4.13	\$ 4.32	\$ 4.51	\$ 4.71
Yard Waste Collection Sticker	\$ 3.95	\$ 4.13	\$ 4.32	\$ 4.51	\$ 4.71



## COST PROPOSAL (CONTINUED)

Half Refuse Bag (20 gal.)	\$ 2.50	\$ 2.61	\$ 2.73	\$ 2.85	\$ 2.98
Standard 65-Gallon Recycling Toter	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
35-Gallon Refuse Toter Monthly Rental	\$ 22.97	\$ 24.00	\$ 25.08	\$ 26.21	\$ 27.39
65-Gallon Refuse Toter Monthly Rental	\$ 24.00	\$ 25.08	\$ 26.21	\$ 27.39	\$ 28.62
95-Gallon Refuse Toter Monthly Rental	\$ 25.30	\$ 26.44	\$ 27.63	\$ 28.87	\$ 30.17
35-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$ 3.00	\$ 3.14	\$ 3.28	\$ 3.43	\$ 3.58
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$ 3.00	\$ 3.14	\$ 3.28	\$ 3.43	\$ 3.58
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$ 3.00	\$ 3.14	\$ 3.28	\$ 3.43	\$ 3.58
65-Gallon Yard Waste Toter Monthly Rental <b>(SEASONAL COST)</b>	\$ 160.00	\$ 167.20	\$ 174.72	\$ 182.25	\$ 189.77
Disaster Disposal Transportation Residential Truck – Per Hour Per Unit	\$ 175.00	\$ 182.88	\$ 191.11	\$ 199.71	\$ 208.70
Disaster Disposal Roll off Transportation – Per Unit	\$ 218.08	\$ 227.89	\$ 238.15	\$ 248.87	\$ 260.07
Disaster Disposal for Residential and Roll off – Per Ton	\$ 64.80	\$ 67.72	\$ 70.77	\$ 73.95	\$ 77.28
Disaster Disposal for Residential and Roll off – Alternative Per cubic yard	\$ No Bid				

Name of Company: LRS

Address: 5500 Pearl Street

City, State, Zip: Rosemont, IL 60018

Signed: \_\_\_\_\_

Date: 4/28/23

**5.2 ADDITIONAL CONTRACT ALTERNATES**

**5.3 Sunday Downtown Collection**

Included within Section #39, **COLLECTION FROM CITY FACILITIES**, add the following;

- (h) **Street-side Waste & Recycling Receptacles-** The Contractor shall also provide, refuse collection on Sunday to all street-side waste receptacles located throughout the central business district including commuter parking areas and train depot. There are currently 50+ public waste receptacles to service. The number and location of the street-side public waste receptacles may change from time to time during the term of this contract.

**City of Geneva Cost to provide Sunday Refuse Collection at 50+ containers within the Downtown Business District on an annual basis:**

July 1, 2023 to June 30, 2024 \$	36,972.00
July 1, 2024 to June 30, 2025 \$	38,635.74
July 1, 2025 to June 30, 2026 \$	40,374.35
July 1, 2026 to July 31, 2027 \$	42,191.35
July 1, 2027 to June 30, 2028 \$	44,089.96

**5.4 Pay by Use Electronic Recycling**

**General Service**

The Contractor is requested to provide an alternate proposal and pricing for providing Curbside Collection of Electronics Recycling (“E-Recyclables”) as an addition.

**“E-Recyclables” Definition**

E-Recyclables shall mean any item defined as a “covered electronic device” by 415 ILCS 150, the Electronic Products Recycling and Reuse Act. E-Recyclables shall include, but not be limited to, 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 servicers.



# COST PROPOSAL (CONTINUED)

## Scope of Services

The Contractor shall provide curbside collection of E-Recyclables on the same day of each week that the residence receives regular refuse, recycling and yard waste collection. Residents must tag each E-Recyclable item or bundle of E-Recyclable items with the appropriate number of refuse stickers. The required number of stickers shall remain constant for the duration of the Contract. There shall be no maximum or minimum amount of E-Recyclables that a resident can set out for collection, provided that each item is properly stickered. Contractors are requested to provide pricing based on the below tiers of E-Recyclables.

- Television and monitors shall be collected.
- Bundles of E-Recycling items shall not exceed the size of a brown paper grocery bag of approximately 12 X 7 X 17 inches.
- Single small E-Recycling shall not exceed the size of a shoe box of approximately 12 x 7 x 4 inches.

E-Recyclables Type	# of Refuse Stickers Required Per Item	Total Cost Per Item (\$)
Television and Monitors	15	\$59.25
Bundles of E-Recyclables	5	\$19.75
Single Small E-Recyclable items	1	\$3.95

### 5.5.1 Special Waste Collection per yard

The Contractor shall provide a unit cost for disposal of Special Waste. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2023 to June 30, 2024 \$           No Bid           per unit  
 July 1, 2024 to June 30, 2025 \$           No Bid           per unit  
 July 1, 2025 to June 30, 2026 \$           No Bid           per unit  
 July 1, 2026 to June 30, 2027 \$           No Bid           per unit  
 July 1, 2027 to June 30, 2028 \$           No Bid           per unit

Unit is defined as \_\_\_\_\_



## COST PROPOSAL (CONTINUED)

### 5.6.1 Hazardous Waste Collection per yard

The contractor shall provide a unit cost for disposal of Hazardous Waste. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2023 to June 30, 2024 \$ No bid per unit

July 1, 2024 to June 30, 2025 \$ No bid per unit

July 1, 2025 to June 30, 2026 \$ No bid per unit

July 1, 2026 to June 30, 2027 \$ No bid per unit

July 1, 2027 to July 31, 2028 \$ No bid per unit

Unit is defined as \_\_\_\_\_

### 5.7 Dry Cell Battery Collection

The contractor shall provide a unit cost for disposal of dry cell batteries. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2023 to June 30, 2024 \$ 30.00 per unit

July 1, 2024 to June 30, 2025 \$ 31.85 per unit

July 1, 2025 to June 30, 2026 \$ 32.76 per unit

July 1, 2026 to June 30, 2027 \$ 34.17 per unit

July 1, 2027 to July 31, 2028 \$ 35.58 per unit

Unit is defined as One 5-gallon bucket

### 5.8.1 Voluntary Alterations

Contractor shall attach all voluntary alteration to the original proposal submittal.

## 6.0 CONTRACT

### Regulatory Requirements

Successful proposer must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human

## COST PROPOSAL (CONTINUED)

with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

The Contractor and each Sub-Contractors shall pay each employee engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

THIS AGREEMENT, made and concluded this \_\_\_\_ day of \_\_\_\_, 2023 between the City of Geneva, acting by and through its Mayor and Council, known as the party of the first part, and \_\_\_\_\_ its executors, administrators, successors or assigns, known as the party of the second part.

WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these

# COST PROPOSAL (CONTINUED)

presents, the party of the second part agrees with said party of the first part at its own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the city under it.

And it is also understood and agreed that the notice to proposers, instructions to proposers, specifications, special provisions, proposal and contract bond hereto attached are all essential documents of this contract and are a part hereof.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this instrument to be executed as of the date hereinabove first written.

CONTRACTOR  
County, Illinois

CITY OF \_\_\_\_\_, Kane

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Mayor

(SEAL)

(SEAL)

ATTEST: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
City Clerk

**7.0 ADDITIONAL ATTACHMENTS AND CITY MAPS**

## ALTERATIONS / DEVIATIONS / EXCEPTIONS

There are no alterations, deviations or exceptions.





# CERTIFICATE OF INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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).

<b>PRODUCER</b> Cottingham & Butler Michael Saladino 800 Main St. Dubuque IA 52001	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> 563-587-5000	<b>FAX (A/C, No):</b> 563-583-7339
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> American Zurich Insurance Company		40142
<b>INSURER B:</b> Zurich American Insurance Company		16535
<b>INSURER C:</b> Navigators Insurance Company		42307
<b>INSURER D:</b> AXIS Surplus Insurance Company		26620
<b>INSURER E:</b>		
<b>INSURER F:</b>		

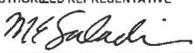
**COVERAGES**      **CERTIFICATE NUMBER:** 1638399366      **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		GLO0111153-06	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP0111154-06	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CH22EXCZ03X3BIC	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	WC0111152-06 WC7550640-05	12/31/2022 12/31/2022	12/31/2023 12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Occ/Agg Limit \$5,000,000
D	Excess Umbrella		P00100104156001	12/31/2022	12/31/2023	Occ/Agg Limit \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Additional Named Insureds: Heartland Recycling, L.L.C., Hoving Clean Sweep, LLC and Hoving Pit Stop, LLC, K. Hoving Recycling & Disposal, LLC, Dekalb County Recycling Systems, LLC, Active Disposal Co; Badgerland RE Holdings, LLC, Ecology Solutions, LLC, LRS Holdings, LLC, Roy Strom Refuse Removal Services, LLC; Greenwood Development, LLC; Greenwood Transfer, LLC; LRS Strom RE Holdings, LLC; LRS Portables LLC; LRS Exchange, LLC; LRS Septic, LLC, LRS of Minnesota, LLC; LRS Portables, LLC dba Jimmy's Johnnys, Inland Waste Solutions LLC dba Orion Waste Solutions, LRS Portables LLC dba Joy's Johns, Badgerland Disposal, LLC dba Royal Container Services, dba Badgerland Portables, Crown Portables, LLC, Crown Restrooms

City of Geneva is additional insured on the General Liability policy per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

<b>CERTIFICATE HOLDER</b>  City of Geneva 1800 South Street Geneva, Illinois 60134	<b>CANCELLATION</b>  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 
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ACORD 25 (2016/03)      The ACORD name and logo are registered marks of ACORD      © 1988-2015 ACORD CORPORATION. All rights reserved.

**EXHIBIT "C"**  
**Insurance and Performance Bond**

**Performance Bond**

Contractor shall provide the City of Geneva with a performance bond or letter of credit in the amount of Three Hundred Fifty Thousand dollars (\$500,000.00), which shall be maintained in full force and effect throughout the term of the contract at the Contractor's expense. Said bond shall be executed by and with a surety company acceptable to the City of Geneva and any such bond or letter of credit shall be subject to approvals as to form and content by the City Attorney.

The Contract shall furnish the performance bond or letter of credit in an acceptable form simultaneously with the executed contract. At the discretion of the City, failure to furnish the required bond or letter of credit within the time specified may be cause for rejection of the proposal and award of the contract to another Contractor.

**Insurance:**

The Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

**Minimum Scope of Insurance:**

- (a) Insurance Services Office Commercial General Liability Occurrence form with the City named as additional insured.
- (b) The City shall be named as additionally insured on a primary and a non-contributory basis.
- (c) Owners and Contractors Protective Liability (OCP) policy with the City as insured.
- (d) Insurance Service Office Business Auto Liability Coverage.
- (e) Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employer's Liability insurance.
- (f) Builder Risk Property Coverage with City as loss payee.
- (g) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be

extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

**Minimum Limits of Contractor's Insurance**

General Liability: Property Damage:  
Comprehensive Form \$1,000,000 each occurrence Premises - Operations  
Products/Completed Operations Hazard  
Contractual Insurance  
Broad Form Property Damage Bodily Injury:  
Independent Contractors \$1,000,000 aggregate Personal Injury  
Explosion and Collapse Hazard  
Underground Hazard

**Automobile Liability: Bodily Injury and Property Comprehensive Form**

**Damage Combined:**

Owned \$1,000,000 each occurrence  
Hired  
Non-owned

**Excess Liability: Bodily Injury and Property Umbrella Form**

**Damage Combined:**

\$5,000,000 each occurrence  
\$5,000,000 aggregate

Worker's Compensation and  
Employer's Liability: \$500,000 each accident



**EXHIBIT “D”  
Contract pricing**

**Volume Based Sticker Program (a.k.a. “Pay per Bag”) with Refuse and Recycling Toter**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Refuse Collection Sticker	\$ 3.95	\$4.13	\$ 4.32	\$ 4.51	\$4.71
Yard Waste Collection Sticker	\$ 3.95	\$4.13	\$ 4.32	\$ 4.51	\$4.71
Half Refuse Bag (20 gal.)	\$2.50	\$2.61	\$2.73	\$2.85	\$2.98
Standard 65-Gallon Recycling Toter	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
35-Gallon Refuse Toter Monthly Rental	\$22.97	\$ 24.00	\$ 25.08	\$26.21	\$27.39
65-Gallon Refuse Toter Monthly Rental	\$24.00	\$25.08	\$ 26.21	\$27.39	\$28.62
95-Gallon Refuse Toter Monthly Rental	\$25.30	\$26.44	\$27.63	\$ 28.87	\$ 30.17
35-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$3.00	\$3.14	\$3.28	\$3.43	\$3.58
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$3.00	\$3.14	\$3.28	\$3.43	\$3.58
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$3.00	\$3.14	\$3.28	\$3.43	\$3.58
65-Gallon Yard Waste Toter Monthly Rental – seasonal cost	\$160.00	\$167.20	\$174.72	\$182.25	\$ 189.77
Disaster Disposal Transportation Residential Truck – Per Hour Per Unit	\$175.00	\$182.88	\$191.11	\$199.71	\$208.70
Disaster Disposal Roll off Transportation – Per Unit	\$ 218.08	\$ 227.89	\$ 235.15	\$ 248.87	\$ 260.07
Disaster Disposal for Residential and Roll off –Per Ton	\$ 64.80	\$67.72	\$70.77	\$73.95	\$77.28

Disaster Disposal for Residential and Roll off – Alternative Per cubic yard	NO BID				
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**Exhibit “E”  
Alternative Services**

**1. Sunday Downtown Collection**

Included within Section #39, **COLLECTION FROM CITY FACILITIES**, add the following;

- (h) Street-side Waste & Recycling Receptacles- The Contractor shall also provide, refuse collection on Saturday to all street-side waste receptacles located throughout the central business district including commuter parking areas and train depot. There are currently 50+ public waste receptacles to service. The number and location of the street-side public waste receptacles may change from time to time during the term of this contract.

**City of Geneva Cost to provide Sunday Refuse Collection at 50+ containers within the Downtown Business District on an annual basis:**

July 1, 2023 to June 30, 2024	\$36,972.00
July 1, 2024 to June 30, 2025	\$38,635.74
July 1, 2025 to June 30, 2026	\$40,374.35
July 1, 2026 to June 30, 2027	\$42,191.35
July 1, 2027 to June 30, 2028	\$44,089.96

## **Dry Cell Battery Collection**

The contractor shall provide a unit cost for disposal of dry cell batteries. The unit cost shall incorporate all associated costs, including but not limited to: refuse container, shipping, handling and disposal fees.

July 1, 2023 to June 30, 2024	\$30.00_per unit
July 1, 2024 to June 30, 2025	\$31.85_per unit
July 1, 2025 to June 30, 2026	\$32.76_per unit
July 1, 2026 to June 30, 2027	\$34.17_per unit
July 1, 2027 to June 30, 2028	\$35.58_per unit

## **CONTRACT WIDE ALTERNATIVES**

### **“E-Recyclables” Definition**

a. recyclables shall mean any item defined as a “covered electronic device” by 415 ILCS 150, the Electronic Products Recycling and Reuse Act. E-Recyclables shall include, but not be limited to, 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 servicers.

### **Scope of Services**

The Contractor shall provide curbside collection of E-Recyclables on the same day of each week that the residence receives regular refuse, recycling and yard waste collection. Residents must tag each E-Recyclable item or bundle of E-Recyclable items with the appropriate number of refuse stickers. The required number of stickers shall remain constant for the duration of the Contract. There shall be no maximum or minimum amount of E-Recyclables that a resident can set out for collection, provided that each item is properly stickered. Contractors are requested to provide pricing based on the below tiers of E-Recyclables.

- i. Television and monitors shall be collected.
- ii. Bundles of E-Recycling items shall not exceed the size of a brown paper grocery bag of approximately 12 X 7 X 17 inches.
- iii. Single small E-Recycling shall not exceed the size of a shoe box of approximately 12 x 7 x 4 inches.

<b>E-Recyclables Type</b>	<b># of Refuse Stickers Required Per Item</b>	<b>Total Cost Per Item (\$)</b>
Television and Monitors	15	\$59.25
Bundles of E-Recyclables	5	\$19.75
Single Small E-Recyclable items	1	\$3.95

### **5. Special Waste Collection per yard**

The Contractor shall provide a unit cost for disposal of Special Waste. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2023 to June 30, 2024 \$ NO BID per unit

July 1, 2024 to June 30, 2025 \$ NO BID per unit

July 1, 2025 to June 30, 2026 \$ NO BID per unit

July 1, 2026 to June 30, 2027 \$ NO BID per unit

July 1, 2027 to June 30, 2028 \$ NO BID per unit

Unit is defined as TBD

### **6. Hazardous Waste Collection per yard**

The contractor shall provide a unit cost for disposal of Hazardous Waste. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2023 to June 30, 2024 \$ NO BID per unit

July 1, 2024 to June 30, 2025 \$ NO BID per unit

July 1, 2025 to June 30, 2026 \$ NO BID per unit

July 1, 2026 to June 30, 2027 \$ NO BID per unit

July 1, 2027 to June 30, 2028 \$ NO BID per unit

## 8. Organic Composting with Yard Waste

### General Service

The Contractor will accept food scraps as a part of the yard waste program for the City. Acceptable items will be mixed in with traditional yard waste items - grass, leaves and branches, in a yard waste cart. This is called a ride-along program because the food scraps ride along with yard waste that is already being collected.

### “Yard Waste Definition”.

Acceptable food scrap items that may be added to the yard waste cart in this program include: **Fruits & Vegetables** including unpainted holiday pumpkins; **Dairy & Eggs** including egg shells, but no liquids; **Breads, Grains, Pasta & Cereal**; **Coffee Grounds & Filters**; **Teabags**; **Paper Products** and may include paper towels, napkins, & tissues.

Items not accepted in the program include: Meat, Poultry and Seafood; Bones and Shells; Fats, Grease and Oil; Liquids; Packaging; Paper Plates, and any other service ware; Plastics, Styrofoam, Glass, Metal, Diapers, and Pet Waste.

### Scope of Services

For those residents who secure a Yard Waste Toter, combined organics (yard waste, food scraps, and food-soiled paper items generated by the residents of the City) will be delivered to an approved and permitted commercial compost processing facility for composting

All of the size, weight and payment requirements will remain the same as in the contract. There will be no additional charge to residents for this ride-along food scrap recycling program. If residents want to participate, but do not yet have a yard waste cart they may choose to rent a Yard Waste toter from the Contractor as per the contract.