

COMMERCIAL SOLID WASTE SERVICES AGREEMENT

BETWEEN

THE CITY OF HIGHLAND PARK, ILLINOIS

AND

LAKESHORE RECYCLING SYSTEMS

DATED: MAY 1, 2022

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This Solid Waste & Recycling Services Agreement (“Agreement”) is made and entered into as of the 1st day of May, 2022 by and between Lakeshore Recycling Systems (the “Contractor”) and the City of Highland Park, Illinois (the “City”).

PREAMBLE

WHEREAS, the City, in order to protect the public health and welfare of its residents and commercial, industrial, and institutional entities, has deemed it necessary to collect, transport and dispose of Commercial Materials; and

WHEREAS, the City is authorized pursuant to the provisions of Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1) to provide for the method or methods of collection, transportation and disposal of municipal waste located within its boundaries and to provide that the method chosen may be the exclusive method to be used within its boundaries; and

WHEREAS, the City desires to provide municipal waste collection, transportation and disposal services to its residential, commercial, industrial, and institutional entities, and to impose on its commercial, industrial and institutional entities rates and charges relating to such services; and

WHEREAS, the City has determined that it is in the best interests of its commercial, industrial, and institutional entities to contract with a single waste hauler to collect, transport and dispose of (or sell) Commercial Materials at a facility or facilities mutually agreed upon by the City and the Contractor; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the City, is willing to collect, transport and dispose of (or sell) Commercial Materials at a facility or facilities mutually agreed upon by the City and the Contractor;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained:

ARTICLE I DEFINITIONS

Section 1.1 Definitions

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

- a) “Breach” means a breach of this Agreement by either the City or the Contractor, in a manner described in Sections 10.1 or 10.2 of this Agreement.
- b) “City” means the City of Highland Park, Illinois.
- c) “City Code” means “The Highland Park Code of 1968” as amended.
- d) “Commercial Service” has the meaning set forth in Section 2.1 of this Agreement.
- e) “Commercial Materials” means Municipal Waste, Recyclable Materials, Organic Material and any other similar materials.
- f) “Contractor” means Lakeshore Recycling Systems, an Illinois corporation, and its successors and assignees.

- g) “Customer” means an individual commercial, industrial, or institutional entity to which the Contractor provides Commercial Services and/or Private Service pursuant to this Agreement.
- h) “Designated Recycling Facility” means a materials recovery facility designated by the City as a facility to which Recyclable Materials are transported for processing.
- i) “Event of Default” means a declaration of default by either the City or the Contractor, as described in greater detail in Article X of this Agreement.
- j) “Landscape Waste” means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.
- k) “Municipal Waste” means garbage, refuse, industrial, lunchroom or other waste, and other material described at 415 ILCS 5/3.290 resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; provided, however, that “Municipal Waste” shall not include Recyclable Materials or Organic Material.
- l) “Multi-family” means any multi-family structure or building that contains a minimum of at least four (4) dwelling units.
- m) “Organic Material” means food scraps as described at 415 ILCS 5/3.197, and Landscape Waste as defined herein.
- n) “Prior Rate” shall mean the rate paid by a Customer in the calendar month prior to the date on which the Contractor commenced the provision of Commercial Services to that Customer, for services similar to the Commercial Services,
- o) “Private Service” means the collection of refuse and waste by the Contractor from Customers, pursuant to separate agreements or arrangements between a Customer and the Contractor.
- p) “Recyclable Materials” means aluminum cans, tin, steel and bi-metal cans; clear, green and brown glass bottles and jars; newspapers, magazines, and mixed papers (junk mail, chipboard, white and colored paper, brown Kraft paper bags); corrugated cardboard, #1 PETE plastic containers and #2 HPDE plastic containers, #3-#5 plastic containers and bags, aseptic beverage containers, six-pack rings and twelve-pack bands, organic material, and any other material or materials which the City and Contractor mutually identify as a “Recyclable Material” subsequent to the execution of this Agreement, pursuant to Section 8.1(d) of this Agreement.
- q) “State” means the State of Illinois.
- r) “SWALCO” means the Solid Waste Agency of Lake County.

Section 1.2 Rules of Construction

- a) a) Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms

shall be substituted for singular and singular for plural, in any place in which the context so requires.

- b) Defined Terms. All capitalized words and phrases throughout this Agreement shall have the meanings set forth in Section 1.1 and the other provisions of this Agreement.
- c) Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
- d) Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

ARTICLE II SCOPE OF SERVICES

Section 2.1 Commercial Services

Pursuant to this Agreement, the Contractor shall provide complete service for designated collection from commercial, industrial, institutional or multi-family entities as well as transportation and disposal (or sale) of collected Commercial Materials at one or more facilities as determined by the City (for the landfilling of Municipal Waste) or as mutually agreed upon by the City and Contractor (for Recyclable Materials and Organic Material) from Customers (collectively, the “Commercial Services”). The Contractor shall be the sole and exclusive provider of Commercial Services under this Agreement.

Section 2.2 Private Services

The Contractor shall, on its own behalf (and not on behalf of the City), provide for the collection, transportation and disposal of all Private Service waste in accordance with the provisions of Section 4.2 of this Agreement.

Section 2.3 Revenue Collection

The Contractor shall provide revenue collection services in accordance with Article VI for all Commercial Services provided under this Agreement.

Section 2.4 Excluded Services

Notwithstanding any provision of this Agreement to the contrary, the following services are not included within this Agreement:

- a) Solid waste collection, transportation and disposal from all single-family and multi-family and townhome dwellings with less than four units within the City;
- b) Temporary roll-off services;
- c) Temporary construction/demolition debris collection and disposal services; and

- d) Commercial Services otherwise exempt from this Agreement pursuant to the City Code, as it may be amended from time to time.

Section 2.5 Exempted Services

Solid waste collection, transportation and disposal from any commercial, industrial, institutional and multi-family Customers within the City are not included within this Agreement if the City approves the exemption of any such services under the terms of the applicable provisions of the City Code.

Section 2.6 Modification of Required Services

The City reserves the right to adjust or expand the scope of the Commercial Services required under this Agreement to accommodate changes in the definition of Commercial Materials or changes in the scope of services provided by SWALCO upon 30 days written notice to the Contractor. The City and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any adjustment or expansion of the scope of the Commercial Services.

Section 2.7 Integration of RFP

The terms of the Request for Proposals issued on May 4, 2015 ("RFP") are hereby incorporated as if fully set forth herein. Should any terms of the RFP directly conflict with the terms of this Agreement, the terms of this Agreement shall control.

ARTICLE III TERM OF SOLID WASTE & RECYCLING SERVICES AGREEMENT

Section 3.1 Term of Agreement

The initial term of this Agreement shall commence on May 1, 2022 ("Commencement Date"), and end on March 31, 2027. Upon the mutual written consent of both parties, this Agreement can be extended for one-year periods for up to five additional calendar years.

The City reserves the right to extend this Agreement unilaterally, for a period of up to 90 days at the end of the initial term or any renewal term of this Agreement, for the purpose of implementing a new agreement for the provision of Commercial Services.

Section 3.2 Assignment

This rights and obligations wider this Agreement may not be assigned or transferred by the Contractor to any other party, without the written consent of the City, which shall not be unreasonably withheld. Any assignee or transferee must demonstrate to the City's satisfaction that: (i) it is capable of providing the Commercial Services herein and otherwise abiding by the terms of this Agreement, and (ii) such assignee or transferee has the financial wherewithal to comply with the obligations and terms set forth herein.

ARTICLE IV SOLID WASTE COLLECTION AND DISPOSAL

Section 4.1 Commercial Service

- a) Commercial Materials shall be collected by the Contractor in accordance with the schedule provided in Section 4.3 of this Agreement, and transported and managed in accordance

with Section 4.4 of this Agreement.

- b) Beginning on the Commencement Date, the Contractor shall provide Commercial Services to all Customers within the City which have not been approved for an exemption in accordance with Section 2.5 of this Agreement.

Section 4.2 Private Service

- a) In addition to the Commercial Services provided by the Contractor under Section 4.1 of this Agreement, the Contractor may also make available to all Customers, Private Service for all types of solid waste not otherwise covered by this Agreement, including, but not limited to, Hazardous Waste as defined by the Resource Conservation and Recovery Act, 42 U.S.C. §§6901-6992k.
- b) For services provided pursuant to this Section 4.2, the Contractor agrees to keep available tractor loaders, trailers and other necessary equipment. Upon the request of a Customer, the Contractor shall furnish an estimate for the cost of removal of any materials in connection with Private Services to be provided by the Contractor.
- c) Nothing in this Agreement provides for exclusive rights of the Contractor to provide Private Services in the City.

Section 4.3 Schedule and Location of Collection

- a) Commercial Materials shall be collected in compliance with all applicable provisions of the City Code, including, without limitation, Chapter 96 of the City Code. The Contractor acknowledges that the City may amend certain provisions of Chapter 96 of the City Code in conjunction with the City's consideration of the award of this Agreement, and agrees to comply with Chapter 96 and the other applicable provisions of the City Code, as may be amended.
- b) Private Service waste shall be collected in accordance with the provisions of Section 4.2 of this Agreement on days to be mutually agreed upon by the respective Customer and the Contractor.
- c) The City agrees to cooperate in providing information, if any, relating to property vacancies or any other information that will assist the Contractor in the performance of its obligations under this Agreement.
- d) The Contractor shall make its best effort to provide the level of service and the timing of that service as requested by the Customer.

Section 4.4 Disposal

- a) Municipal Waste.
 - 1) Municipal Waste shall be removed from the City at the close of each day of collection, and shall be disposed of at one or more SWALCO-designated lawfully operated pollution control facilities at the Contractor's sole cost and expense.
 - 2) The Contractor acknowledges that the SWALCO-designated facilities in operation

as of the effective date of this Agreement are the Countryside Landfill in Grayslake, the Veolia/Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County, Illinois, the Lee County Landfill in Lee County, Illinois, and the Newton County Landfill in Newton County, Indiana. Notwithstanding the foregoing, the City reserves the right to direct the Contractor to dispose of all Municipal Waste at an alternate pollution control facility.

- 3) The Contractor may request authorization to deliver Municipal Waste collected pursuant to this Agreement to another pollution control facility. The Contractor shall be required to present to the City sufficient information relating to such other pollution control facility to demonstrate that its operations and experience are comparable in terms of environmentally effective practices and cost to the pollution control facilities designated from time-to-time pursuant to Section 4.4(a)(2). The City shall exercise its reasonable judgment in determining whether such other pollution control facility satisfied the environmental and economic objectives of the City as they may be established from time-to-time.

b) Recyclable Materials.

- 1) All Recyclable Materials shall be collected, separated and otherwise treated so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.
- 2) The Contractor shall deliver all collected Recyclable Materials to a recycling facility of its choice and shall notify the City in writing of the designation of such facility and shall further notify the City in writing if a new recycling facility is selected to receive the City's Recyclable Materials. Notwithstanding the foregoing, the City reserves the right to designate an alternate recycling facility that, in the sole opinion of the City, provides greater financial benefits to the City.
- 3) No Recyclable Materials may be deposited in a landfill or waste incinerator.

c) Organic Material.

- 1) All Organic Material shall be disposed of in a lawful manner.
- 2) Not less than 60 days prior to the date on which the Contractor commences disposal of Organic Material at a particular location, the Contractor shall notify the City in writing of the designation of such location. Notwithstanding the foregoing, the City reserves the right to reject any proposed location, or to direct the location of disposal to an alternate Organic Material facility that, in the sole opinion of the City, is more cost effective than the facility previously being used by the Contractor under this Agreement.
- 3) No Organic Material may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and approved in advance and in writing by the City.

- d) In the event that the City directs the disposal of any Commercial Materials to any alternate facility pursuant to this Section 4.4, the City and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement as a result of an increase or decrease in realized costs.

Section 4.5 Solid Waste Collection Data

- a) The Contractor shall provide to the City, on a quarterly basis, a report on: (i) the quantity (in tons) of all commercial solid waste collected within the City; (ii) recycling diversion data, including the quantity (in tons) of commercial recyclables and organic material recycled and composted, and the number of business accounts that have recycling containers; and (iii) a breakdown of the number of Customers.
- b) The Contractor shall prepare and deliver to the City, at least once every 12 calendar months, a service matrix, which shall include, without limitation: the name, service address, billing address (if different), contact person, telephone number and fax number of each Customer; the type and quantities of containers located on each Customer's site; the frequency of collections from each site; and an itemization of the days of collections and the current service rate applicable to each Customer.
- c) The Contractor acknowledges and agrees that program data and other public information will be provided by the City to each Customer upon request.

ARTICLE V COMPENSATION

Section 5.1 Commercial Service

- a) For providing for, pursuant to this Agreement, the collection, transportation and disposal (or sale) of commercial refuse and recyclables at a facility or facilities determined by the City, and for providing revenue collection services, the Contractor shall receive as compensation from each Customer the rates set forth in Exhibit A attached to this Agreement, except as provided in Section 5.1(b) of this Agreement, and as adjusted pursuant to Section 5.1(c) of this Agreement.
- b) Beginning on May 1, 2022, all Customers shall pay the applicable rate set forth in Exhibit A, as adjusted pursuant to Section 5.1(c) of this Agreement.
- c) The rates identified in Exhibit A will adjust annually based on the change in the 12 previous months (January through December) Consumer Price Index (CPI-U) for Chicago-Naperville-Elgin - All Items, each May 1st, beginning in 2023; provided, however, that the adjustment made pursuant to this Section 5.1(c) shall not be less than 2%, nor more than 5%. The Contractor shall notify the City and any Customer within the City in writing at least 60 days prior to the effective date of any proposed increase in charges and such increase in charges shall not be effective until approved by the City in writing as complying with the terms of this Agreement.

In the event there is a change in a federal, state or local law that increases the taxes or surcharges (not including private host agreements), the parties agree to negotiate a price adjustment if warranted. The Contractor shall notify the City of such a change in law and shall submit documentation of the cost increases and the resulting impact on rates in

Exhibit A. The parties will have 60 days to mutually agree on a price adjustment for future services pursuant to this Agreement.

- d) The Contractor acknowledges and agrees that pursuant to Exhibit A of this Agreement, there shall be no charge for either: (1) the weekly collection of Recyclable Materials from any individual Customer using a two-cubic yard container, a 1.5-cubic yard container, a one-cubic yard container, a 95-gallon cart or a 65-gallon cart; or (2) for the twice-weekly collection of Recycling Materials from any individual Customer using a 95-gallon cart. All other collections of Recyclable Materials shall be charged at the rates set forth in Exhibit A of this Agreement.
- e) The Contractor is responsible for determining if each Customer is receiving sufficient service in terms of frequency of collection and on-site containers. If the Contractor deems that the capacity of on-site storage at the site of a Customer is exceeded regularly, it shall recommend to the Customer an increase in collection frequency or an upgrade of the container size and notify the City of this recommendation.
- f) In the event that a Customer is unable to utilize any of the containers identified in Exhibit A of this Agreement, the Contractor shall charge that Customer pro-rated rates for the provisions of the Commercial Services, based upon the size and type of containers utilized by that Customer.

Section 5.2 Administrative Fee

The Contractor shall remit to the City an administrative fee of \$112,000 per year, in four equal quarterly payments. The administrative fee shall be included in the rates listed in Exhibit B of this Agreement and shall not be separately listed on the monthly bills to the Customers. The administrative fee shall be adjusted annually based on the change in the 12 previous months (January through December) Consumer Price Index (CPI-U) for the Chicago-Naperville-Elgin - All Items, each January 1, beginning in 2017; provided, however, that the adjustment made pursuant to this Section 5.2 shall not be less than 2% nor more than 5%.

ARTICLE VI REVENUE COLLECTION

Section 6.1 Billing of Accounts

Commercial Services provided under Section 4.1 of this Agreement are provided by the Contractor, pursuant to this Agreement. The Contractor shall perform, on a monthly basis in advance of services provided and pursuant to this Agreement, the billing and collection of Customers of all rates and charges relating to such Commercial Services.

Section 6.2 Commercial Service

The Contractor shall, on a monthly basis, bill each Customer, an amount payable for the collection, transportation and disposal (or sale) of Commercial Service waste and recycling for the following month. Each bill shall be payable by the Customer within thirty days.

Section 6.3 Private Service

The Contractor may, but is not required to, include as an item on each Customer's bill an amount

payable to the Contractor for the collection, transportation, and disposal of Private Service waste. The Contractor shall retain all amounts collected from each commercial entity pursuant to this Section 6.3. Alternatively, the Contractor may bill Customer separately for Private Service.

ARTICLE VII TITLE TO COMMERCIAL MATERIALS

Section 7.1 Title to Commercial Materials

The Contractor shall retain title to all Commercial Materials collected pursuant to this Agreement.

ARTICLE VIII RECYCLABLE MATERIALS

Section 8.1 Recyclable Materials Collection Service

- a) Commercial Recycling Service. The Contractor shall collect and manage Recyclable Materials in accordance with Article IV of this Agreement.
- b) Recyclable Materials Collection Data. The Contractor shall provide to the City and SWALCO a quarterly report on the weight (in tons) of all Recyclable Materials collected from Customers under this Agreement. The report shall also contain an approximate count of the number of Customers from which Recyclable Materials have been collected, in order to determine participation and diversion rates.
- c) The City shall have the right to add materials to the list of Recyclable Materials listed in Section 1.1(o) of this Agreement, pending the availability of disposal or resale markets for the added materials and the prior approval of the Contractor.
- d) The Contractor, pursuant to this Agreement, shall ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated, unless advance authorization to do so is given by the corporate authorities of the City.
- e) The Contractor shall sell all Recyclable Materials, other than Organic Material, that are collected under this Agreement. If changes in the market for the sale of any particular Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor shall consult with the City regarding the market changes of the affected Recyclable Material. The City may, in its discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon such market change.
- f) The Contractor agrees to meet periodically with representatives from the City and the Highland Park business community to: (1) review the provision of commercial recycling pursuant to this Agreement; and (2) discuss the implementation of alternative approaches, programs and partnerships to improve the quality, quantity, and efficiency of commercial recycling and other sustainability initiatives within the City.

Section 8.2 Recycling Goals, Marketing and Education

The Contractor shall make reasonable efforts to encourage all Customers to participate in the

weekly collection of Recyclable Materials. Such reasonable efforts shall include without limitation meeting personally with representatives of each eligible Customer to provide each such Customer with information regarding recycling services under this Agreement. It is expected that: (a) by January 1, 2023 and at the end of each service year thereafter, at least 75% of all Customers will be receiving services from Contractor for the weekly collection of Recyclable Materials; and (b) by January 1, 2024, at least 80% of all Customers will be receiving services from Contractor for the weekly collection of Recyclable Materials. In the event that the Customer participation rate in the service providing weekly collection of Recyclable Materials does not average at least 75% and ultimately 80% [as reflected in the quarterly reports to be provided pursuant to Section 8.1(b)], then Contractor shall meet with the City on a quarterly basis to review recycling participation among Customers and identify additional steps and programs that Contractor shall undertake to enhance participation among Customers in the collection of Recyclable Materials.

ARTICLE IX CUSTOMER SERVICE STANDARDS

Section 9.1 Service Options; Changes in Service

The Contractor at its expense, shall be required to develop, print and distribute to all existing Customers, prior to the Commencement Date, and to all new Customers establishing regular service during the term of this Agreement, a brochure approved by the City explaining the solid waste and recycling programs provided under this Agreement and the procedures for the Customers to modify or cancel the services provided by the Contractor. The brochure shall be updated and distributed whenever there is a change in the service or programs provided, or as directed by the City.

Section 9.2 Office and Telephone

The Contractor shall maintain an office and toll free telephone number for receipt of service calls or complaints, and shall be available for such calls on all business days from 7:00 a.m. to 5:00 p.m. The Contractor shall retain the services of at least one temporary full-time customer service representative to handle the addition of Customers to the Contractor's service base during the first ninety days of the term of this Agreement. Additional customer service representatives shall be added as necessary to meet the minimum customer service standards set forth in Section 9.3 of this Agreement.

Section 9.3 Minimum Customer Service Standards

- a) Complaints Generally. The Contractor shall cooperate with the City in minimizing complaints from the Customers. A consistent pattern of failure to address complaints, or violations of Sections 9.3(a) through 9.3(h) of this Agreement (defined as having two or more complaints per month that is referred to the City per Section 9.3(c)), shall entitle the City to exercise the remedies provided to it pursuant to Section 9.3(h) and/or Article X of this Agreement.
- b) Initial Response. The Contractor shall give prompt and courteous attention to all Customer complaints that it may receive. The Contractor shall respond personally to every Customer from whom a complaint is received within 24 hours; except that if the Contractor receives a complaint about a missed scheduled collection, then the Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Agreement, then the Contractor shall cause such collection to be made within 24 hours after receipt of such complaint. If the Contractor does not respond within the 24-hour timeframe, the City may hire a private hauler to perform the service and the Contractor shall be liable for compensating the City for the costs associated with the

private hauler's services.

Where any dispute arises between a Customer and the Contractor as to the manner of placing waste or the nature of the contents or the like, the Contractor shall, and does hereby agree in the specific instance to, remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the Contractor may seek resolution of any dispute through court, mediation, or arbitration proceedings, at its election.

- c) Referral to City. If the Contractor is unable to resolve a complaint in a manner satisfactory to both the Contractor and the Customer, then the Contractor, within 48 hours after receipt of such complaint, shall deliver notice of such complaint to the City Manager or his/her designee, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and the Contractor's response to the complaint. The City Manager or his or her designee shall arbitrate each such complaint, and the City Manager's or his or her designee's decision concerning each such complaint shall be final and binding on the Contractor and the Customer.
- d) Answering Calls. During normal business hours and under normal operating conditions, a customer service representative employed by the Contractor shall answer the telephone access line. 90 percent of the calls made to the customer service center shall be answered within 30 seconds. The 30-second maximum includes wait time or time spent 'holding' for a customer service representative.
- e) Busy Signals. Customers placing calls to the customer service center shall receive a busy signal no more than five percent of the time.
- f) Transferring Calls. During normal business hours, if after initially addressing a Customer's concern, the customer service representative determines that the call should be transferred to another representative of the Contractor, the Customer shall be connected with a customer service representative within 30 seconds thereof.
- g) Hang-ups. Incoming telephone calls from Customers shall not exceed an abandonment rate of five percent.
- h) Compliance Rate. During normal business hours, the minimum standards set forth in this Section 9.3 shall be met no less than 90 percent of the time, measured on a monthly basis. Reports shall be provided to the City on a monthly basis providing a log of inquiries received and action taken to address each complaint and call. The Contractor shall also distribute to the City a log providing data which tracks the customer service representatives' adherence to the standards set forth in Section 9.3(a) through 9.3(g) of this Agreement, as the City may request in its discretion, on a monthly basis. The City reserves the right to audit the Contractor's complaint procedures as required by this Section 9.3. If the records and/or audit indicate a clear failure of the Contractor to comply with the minimum standards set forth in Sections 9.3(a) through 9.3(g) of this Agreement, then the City reserves the right to require the Contractor to implement modifications to its customer service center to bring it into compliance with the requirements of this Section 9.3.

Section 9.4 Customer Service Survey

The Contractor will, every other calendar year, conduct a Customer service survey to assess the Contractor's service performance under the Agreement, in a form, of a content, and administered in a

manner to be approved in advance by the City.

Section 9.5 Liaison

The Contractor shall designate in writing a person to serve as agent for the Contractor and liaison between the Contractor and the City

ARTICLE X BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Breach by Contractor

Each of the following shall constitute a Breach on the part of the Contractor:

- a) A consistent pattern of failure by the Contractor to respond timely to and address Customer complaints in keeping with the customer service standards in Article IX and as further defined in Section 9.3(a).
- b) Failure of the Contractor to pay, within thirty (30) days after notice from the City of nonpayment, amounts which are undisputed or which are due to the City under this Agreement;
- c) Repeated failure of the Contractor to comply with Section 9.3(h) of this Agreement;
- d) Failure of the Contractor to perform in a timely fashion any obligation under this Agreement not referenced within Sections 10.1(a) or 10.1(b) of this Agreement, except that such failure shall constitute a Breach only if such failure remains uncured for seven business days after notice to the Contractor from the City of such failure; provided however, that this seven-day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or
- e) Any of the following: (1) the Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, (2) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (3) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within 120 days, (4) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or (5) the levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.

Section 10.2 Events of Default and Remedies of City

- a) If a Breach occurs under Section 10.1 of this Agreement, the City may declare an Event of Default or Breach and may thereafter exercise any one or more of the following remedies:
 - 1) The City may terminate this Agreement immediately, upon notice to the Contractor. Subject to the provisions of subparagraph (5) below, upon such

termination, the Contractor shall cease providing all services under this Agreement.

- 2) The City may seek and recover from the Contractor any unpaid amounts due the City along with all of its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement, and all damages, whether based upon contract, work stoppage, strike, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach.
 - 3) The City may (A) call upon the sureties to perform their obligations under the performance bond, or (B) in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new agreement for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the City for the performance of the required services.
 - 4) The City shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the City shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
 - 5) Upon any such termination of this Agreement, the Contractor shall, for a period to be determined by the City in its sole and absolute discretion, but not longer than six months, continue to perform the contractual services during which period the businesses shall pay the Contractor its scheduled compensation.
- b) No remedy by the terms of this Agreement conferred upon or reserved to the City is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the City. No delay or omission to exercise any right or power accruing upon any Event of Default or Breach shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or Breach or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default or Breach shall extend to or shall affect any subsequent default or Event of Default or Breach or shall impair any rights or remedies consequent thereto.
 - c) If the Contractor misses a collection under the Commercial Service, the collection must be corrected within 24 hours of the reported missed collection, or a charge of \$50 per missed collection will be charged to the Contractor; provided, however, that the Contractor shall not be charged under this Section 10.2(c) for collections missed due to a labor dispute involving the Contractor's labor force if the missed collection is rectified within seven days after the missed collection. All charges levied against the Contractor under this Section 10.2(c) shall be credited to the affected Customer's account within 30 days after receipt of an invoice therefore.
 - d) In the event of a strike or other labor stoppage, Contractor shall notify the City within 24 hours after commencement of the strike or labor stoppage. If such strike or labor stoppage

does not end within seven business days of such notification, the Contractor will provide the City with refuse collection dumpsters located in at least four geographic locations for commercial customer drop-offs, which locations shall be mutually acceptable to the parties. In the event of a strike, that does not end within 14 days after notification, the Contractor will agree to meet with the City and negotiate the potential provision of a credit for commercial customers under the agreement due to non-collection; provided however that any credit given, if any, shall be mutually agreed to by both parties.

- e) This Section 10.2 shall survive the termination of this Agreement.

Section 10.3 Force Majeure

Neither the Contractor nor City shall be liable for failure to perform their duties or for any resulting damage or loss if such failure is caused by a catastrophe, terrorism, riot, war, fire, accident, act of God, or other similar contingency that is beyond the reasonable control of the Contractor or the City including without limitation: extraordinary inclement weather; explosion; widespread lack of adequate fuel, power, raw materials, labor or transportation facilities; material changes in governmental laws, regulations, requirements, orders, or actions, the impact of which is unrelated to Contractor, the City, or Contractor's or the City's performance, or failure to perform; national defense requirements; injunctions or restraining orders; and labor trouble and strike. In the event the Contractor asserts a right to suspend performance under this Section, the Contractor shall (i) within 24 hours after it has knowledge of the effective cause, notify the City of the cause for suspension, the performance suspended and the anticipated duration of suspension and (ii) advise the City when the suspending event has ended and when performance will be resumed. Once the suspending event ends, the Contractor shall promptly resume performance.

ARTICLE XI INSURANCE AND INDEMNIFICATION

Section 11.1 Insurance

- a) The Contractor shall maintain for the duration of this Agreement and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Illinois and that meet the requirements set forth in Exhibit B. The Contractor shall provide the City with a certificate of insurance indicating that such insurance coverage meets the requirements contained in Exhibit B. The Contractor shall also provide Customers with a certificate of insurance upon request by the Customer.
- b) Insurance premiums shall be paid by the Contractor and shall be without cost to the City.

Section 11.2 Indemnification

- a) The Contractor agrees to indemnify, defend and hold harmless the City, its officials, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses, fees, including attorneys' fees, and costs which may accrue against the City in consequence of entering into or performance or breach of this Agreement or which may result from or arise out of any action or omission of the Contractor, its officers, employees, agents or subcontractors, including, without limitation, any action or omission related to the disposal of any Commercial Materials in a landfill.

- b) In the event that the Contractor does not undertake to defend or indemnify the City unconditionally from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses, fees, including attorneys' fees, and costs which may accrue against the City in consequence of entering into this Agreement (or in the event that the Contractor does not deliver written confirmation to the City of such unconditional undertaking within 15 days after written request from the City), the City shall have the right to terminate this Agreement; provided, however, that the Contractor's obligations under Section 11.2(a) shall survive any such termination.

ARTICLE XII MISCELLANEOUS

Section 12.1 Non-Assignability

The Contractor shall not assign this Agreement or any part thereof without the prior written consent of the City. Approval, if any, for such assignment shall be made by the corporate authorities of the City. The Contractor shall not assign or subcontract this Agreement 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. Such assignment shall not relieve the Contractor from its obligations or change the terms of Agreement.

Section 12.2 Equal Employment Opportunity

- a) In the event of the Contractor's noncompliance with the provisions of this Section 12.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- b) During the performance of this Agreement, the Contractor agrees as follows:
 - 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
 - 2) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
 - 3) That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status,

physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service.

- 4) That the Contractor will send to each labor organization or representative thereof with which it is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights and the City, and will recruit employees from other sources when necessary to fulfill the Contractor's obligations thereunder.
 - 5) That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
 - 6) That the Contractor shall permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
 - 7) That the Contractor shall include, verbatim or by reference, the provisions of this Section 12.2 in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. The Contractor will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.
- c) During the term of this Agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity 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, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service. 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.

Section 12.3 Prevailing Wages

- a) To the extent the Prevailing Wage Act or similar laws apply, not less than the prevailing rate of wages, as determined by the City or the Illinois Department of Labor, or determined by a court on review, shall be paid to all laborers, workers and mechanics performing work under this Agreement. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this Agreement and showing the actual hourly wages paid to each such person.

- b) To the extent applicable, the Contractor shall comply with all applicable provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. In addition, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three (3) years after the date of termination of this Agreement.

Section 12.4 Performance Bond

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, in substantially in the form attached to this Agreement as Exhibit C, to be executed by a responsible surety company and to be in the penal sum of \$500,000. Such performance bond shall be furnished annually by the Contractor for the following contract year, and shall indemnify the City against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the Commencement Date, and each successive bond shall be posted not later than January 1 of each successive calendar year.

Section 12.5 Equipment to be Used by Contractor

- a) The Contractor agrees to collect all materials described in Section 4.1 of this Agreement in fully enclosed, leak proof, modern trucks. All vehicles and collection equipment will be kept in safe, operable condition. Any equipment that is used by the Contractor, that is determined to be unsafe, or in an overall poor condition by the City, shall be replaced at the request of the City. Equipment used for Private Service described in Section 4.3 of this Agreement may be open body trucks, dump trucks and similar type equipment. When open body trucks are used, the Contractor shall take such action as is necessary to prevent littering and blowing debris.
- b) Beginning on May 1, 2022 and throughout the remainder of the term of this Agreement: (1) all primary collection trucks used by the Contractor for the provision of Commercial Services shall operate on Compressed Natural Gas ("CNG"); and (2) all vehicles used by supervisors of the Contractor in connection with the Commercial Services shall either be hybrid gasoline/electric vehicles or shall operate on CNG.
- c) Contractor shall provide collection containers to all Customers. Containers used in connection with the provision of Commercial Services by the Contractor pursuant to this Agreement shall be operable, safe and free of graffiti. Any container in disrepair of this sort shall be replaced within three days of notification by the City. Containers with plastic lids that are ill-fitted or warping shall be replaced within three days of notification by the City, in order to maintain a tight-fitting seal to prevent access by pests. All containers will be adequately demarcated with the Contractor's logo. Each container will have an inventory control number demarcated on each container that is cross-referenced to the service matrix.
- d) All equipment used by Contractor for the provision of Commercial Services and Private Services pursuant to this Agreement shall be properly licensed by the State and shall conform to all federal and State equipment safety standards.
- e) Upon termination of this Agreement, Contractor must remove all containers provided to Customers, without charge to the City or to any Customer.

Section 12.6 Compliance with Laws

- a) Notwithstanding any other provisions in this Agreement, the Contractor shall comply at all times with all applicable federal, State and municipal laws, ordinances and regulations at any time applicable to the Contractor's operations under this Agreement, with no increase to the Contractor's compensation as set forth in this Agreement.
- b) The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 12.7 Care and Performance

- a) The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and competent manner, without supervision by the City, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.
- b) The Contractor shall be liable to the City for damage to City rights-of-way caused in connection with the provision of the Commercial Services or Private Services, ordinary wear and tear excepted.
- c) To the extent that the Contractor or its employees or agents violate any provisions on the City Code, the Contractor shall be liable for fines due under the City Code arising in the course of its provision of services under this Agreement.
- d) The Contractor acknowledges, and the Parties agree that, with respect to the Commercial Services to be provided to Customers under this Agreement, the Customers are third- party beneficiaries of this Agreement.

Section 12.8 No Alcohol or Drugs

The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and employees while on duty or in the course of performing their duties under this Agreement.

Section 12.9 Governing Law

This Agreement and the rights of the City and the Contractor under this Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

Section 12.10 Severability

The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in any other situation.

Section 12.11 Entire Agreement

This Agreement sets forth the entire agreement of the City and the Contractor with respect to the provision of the Commercial Services and compensation therefor, and there are no other understandings or

agreements, oral or written, between the City and the Contractor with respect to the Commercial Services and the compensation therefor, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

Section 12.12 Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Highland Park
1707 St. Johns Avenue
Highland Park, IL 60035
Attention: City Manager

With a copy to:

Elrod Friedman LLP
325 N LaSalle, Suite 450
Chicago, Illinois 60654
Attention: Steven M. Elrod, Corporation Counsel

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Lakeshore Recycling Systems
5500 Pearl Street
Suite 300
Rosemont, Illinois 60018
Attention: Joshua Connell

With a copy to:

Much Shelist, P.C.
191 N. Wacker Drive, Suite 1800
Chicago, IL 60606
Attn: Mitchell Roth

Section 12.13 Publicity

The City's name, insignia or associated marks; photographs of the City or any other publicity

pertaining to the provision of the Commercial Services shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of the City.

Section 12.14 No Interpretation against Drafter

This Agreement has been negotiated by all Parties and shall not be construed against any Party as the drafter of this Agreement.

Section 12.15 Independent Contractor

Contractor acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Contractor nor its employees shall be deemed to be an employee of the City for any reason whatsoever. Neither Contractor nor Contractor's employees shall be entitled to any City employment rights or benefits whatsoever. Contractor is only authorized to operate pursuant to this Agreement, and shall not be deemed an Agent of the City when engaging in the activities authorized hereunder.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

CONTRACTOR

By: _____

Bill Kenney
Municipal Marketing Manager

ATTEST:

By: _____

Its: _____

CITY OF HIGHLAND PARK

By: _____

Ghida S. Neukirch
City Manager

ATTEST:

By: _____

Ashley Palbitska
Deputy City Clerk

EXHIBIT A
PRICING SHEETS
MONTHLY RATES FOR COMMERCIAL, INDUSTRIAL, INSTITUTIONAL &
MULTI-FAMILY WASTE HAULING & DISPOSAL SERVICES
(EFFECTIVE MAY 1, 2022)

<u>Container Size</u>	<u>Frequency of Service</u>						
	1 x Wk	2 x Wk	3 x Wk	4 x Wk	5 x Wk	6 x Wk	7 x Wk
65 gallon carts	\$24	\$44.56	\$66.84	\$89.12	\$111.40	\$133.68	\$164.17
95 gallon carts	\$24	\$46.90	\$70.36	\$93.81	\$117.26	\$140.71	\$175.89
1 cubic yard	\$38.23	\$71.68	\$114	\$143.37	\$181.60	\$219.83	\$286.74
1.5 cubic yards	\$47.24	\$94.48	\$144	\$192.27	\$240.94	\$292.05	\$358.98
2 cubic yards	\$51.18	\$109.92	\$167.26	\$222.22	\$279.57	\$336.92	\$406.21
*2 cy compacted	\$110.34	\$215	\$330	\$430	\$545	\$665	\$806
4 cubic yards	\$85.63	\$171.26	\$256.89	\$342.52	\$428.15	\$513.78	\$599.41
6 cubic yards	\$113.50	\$227	\$336.92	\$454	\$553.17	\$660.69	\$806.45
*6 cy compacted	\$360	\$660.87	\$911.55	\$1253.38	\$1566.72	\$1880.06	\$2273.17
8 cubic yards	\$147.75	\$275.57	\$408.07	\$539.41	\$668.39	\$797.38	\$928.72
10 cubic yards	\$168	\$329.17	\$481.09	\$667.54	\$834.42	\$1001.31	\$1208.48

* Rental/Lease/Purchase of Apartment style compactor and receiver boxes will be the responsibility of the individual customer, and not the responsibility of the City.

20 yard roll off \$ 418.16 per haul **5 ton limit

30 yard roll off \$ 458.82 per haul **6 ton limit

40 yard roll off \$ 522.70 per haul **6 ton limit

**** Roll-off loads will be charged an additional \$50.00 per ton for each ton over the stated tonnage limit.**

	<u>Collection Only</u>	<u>Weight Limit</u>	<u>Leased Service</u>
20 yard compaction equipment	\$636.86 per haul	5 ton limit	\$493.66 per month
25 yard compaction equipment	\$667.90 per haul	5 ton limit	\$493.66 per month
30 yard compaction equipment	\$691.13 per haul	6 ton limit	\$493.66 per month
40 yard receiver box	\$691.13 per haul	6 ton limit	\$121.96 per month
2 yard stationary compactor rental only			\$348.47 per month
6 yard compactor rental only			\$278.77 per month

Additional charges for extra debris: Trash, \$25/yd

Construction, \$40/yd.

**MONTHLY RATES FOR COMMERCIAL, INDUSTRIAL, INSTITUTIONAL &
MULTI-FAMILY RECYCLING & ORGANIC SERVICES
(EFFECTIVE MAY 1, 2022)**

<u>Container Size</u>	<u>Frequency of Service</u>						
	1 x Wk	2 x Wk	3 x Wk	4 x Wk	5 x Wk	6 x Wk	7 x Wk
65 gallon "toter"	\$0	\$0	\$53.54	\$80.31	\$107.08	\$133.86	\$160.63
95 gallon "toter"	\$0	\$0	\$53.54	\$87.61	\$116.82	\$146.02	\$175.23
1 cubic yard	\$0	\$30.42	\$60.84	\$91.27	\$121.69	\$152.11	\$182.53
1.5 cubic yards	\$0	\$48.67	\$66.93	\$97.35	\$121.69	\$152.11	\$194.70
2 cubic yards	\$0	\$54.76	\$85.18	\$103.43	\$139.94	\$182.53	\$231.21
4 cubic yards	\$42.59	\$85.18	\$115.60	\$170.36	\$212.95	\$255.54	\$316.39
*4 cy compacted	\$91.27	\$170.36	\$255.54	\$340.72	\$425.90	\$511.09	\$608.44
6 cubic yards	\$48.67	\$97.35	\$146.02	\$194.70	\$273.80	\$328.55	\$401.57
8 cubic yards	\$66.93	\$127.77	\$194.70	\$255.54	\$316.39	\$377.23	\$456.33
*8 cy compacted	\$121.69	\$243.37	\$365.06	\$486.75	\$608.44	\$730.12	\$882.23
10 cubic yards	\$79.10	\$152.11	\$225.12	\$298.13	\$371.15	\$444.16	\$535.42

* Rental/Lease/Purchase of Apartment style compactor and receiver boxes will be the responsibility of the individual customer, and not the responsibility of the City.

Items included for recycling pick-up:

Aluminum cans, tin, steel and bi-metal cans; clear, green and brown glass bottles and jars; newspapers, magazines, mixed papers (junk mail, chipboard, catalogs, telephone books, office paper, file folder, paper towel rolls, white and colored paper, brown kraft paper bags); corrugated cardboard, #1 - #7 plastic bottles and containers, aseptic packaging (milk and certain beverage containers).

		<u>Weight Limit</u>
20 yard roll off	\$418.16 per haul	**5 ton limit
30 yard roll off	\$458.82 per haul	**6 ton limit
40 yard roll off	\$522.70 per haul	**7 ton limit

**** Roll-off loads will be charged an additional \$50.00 per ton for each ton over the stated tonnage limit.**

Additional charges for extra debris: Recycling, \$20/yd.

**MONTHLY RATES FOR COMMERCIAL, INDUSTRIAL, INSTITUTIONAL &
MULTI-FAMILY ORGANIC SERVICES
(EFFECTIVE MAY 1, 2022)**

<u>Container Size</u>	Cost “Per Pull”
Organic Waste Sticker	\$4.07 per sticker
65 gallon cart	\$17.42
95 gallon cart	\$23.23
1 cubic yard	\$34.85
1.5 cubic yards	\$40.65

EXHIBIT B

INSURANCE PROVISIONS

A. Insurance Requirements

The Contractor shall procure and maintain the following insurance during the entire term of the agreement described in Section 3.1:

<u>Type of Insurance</u>	<u>Required Minimum Coverage</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000 per accident \$1,000,000 disease (policy limit) \$1,000,000 disease (each employee)
3. Commercial General Liability, including "occurrence" coverage for: premises and operations, independent Contractors protective, contractual liability, broad form property damage and XCU hazards, products and completed operations (including broad form property damage), personal injury liability, and owner's protective liability.	\$3,000,000 per person per occurrence for bodily injury \$5,000,000 per occurrence for bodily injury \$1,000,000 per occurrence for property damage.
4. Business Auto liability (including owned, non- owned and hired vehicles and coverage for environmental liability)	\$3,000,000 per person \$5,000,000 per accident for bodily injury \$1,000,000 per accident for property damage
5. Umbrella/Excess liability (to apply as excess over 2, 3 and 4 above)	\$5,000,000 per occurrence \$5,000,000 annual aggregate

B. Miscellaneous Provisions

1. The insurance policies set forth in Sections A3 and AS of this Exhibit B shall continue to be maintained for a period of two years following the termination of the Agreement.
2. Equivalent insurance must be maintained by each subcontractor of the Contractor.
3. All insurance companies must be reasonably acceptable to the City and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.
4. All liability coverages shall be written on an occurrence basis.
5. Prior to commencing Services under the agreements, the Contractor shall deliver, or cause to be delivered, to the City certificates of insurance (and other evidence of insurance requested by the City) which the Contractor is required to purchase and maintain pursuant

to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than 10 days prior to the effective date of each renewal or replacement policy or coverage.

6. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least 30 days' prior written notice has been given to the City by certified mail.
7. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the City and the additional insureds set forth below.
8. The insurance policies set forth in Sections A3, A4, and AS of this Exhibit B shall be endorsed to include the City, the directors, officers, employees, agents and members of the City, SWALCO and the directors, officers, employees, agents and members of SWALCO as additional named insured's for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.

EXHIBIT C

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

[insert full name and address of proposer here:] _____

as Principal (hereinafter called the "Contractor"),

and [insert full name and address of surety here:] _____

(hereinafter called the "Surety"),

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the City of _____, IL as Obligee, hereinafter called the City, in the full and just sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)**, for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the CONTRACTOR's failure to promptly and faithfully perform its contract with the City, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, 2022, with the City entitled "COMMERCIAL SOLID WASTE COLLECTION SERVICES AGREEMENT" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the CONTRACTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the said CONTRACTOR under the Contract, including, but not limited to, the CONTRACTOR's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all municipal waste, landscape waste, and recyclable materials from all Customers, as provided in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of Illinois and ordinances and regulations of the City in connection therewith; (3) to procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the City against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (6) to do all other things required of the CONTRACTOR by the Contract; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract; all of which is herein referred to as the "Work," then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with CONTRACTOR or with a subcontractor of Contractor to provide, perform, or complete any part of the Work.

CONTRACTOR and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that City shall not be liable for the payment of any costs or expenses of any such suit. To the extent applicable, the provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

CONTRACTOR and Surety hereby jointly agree that City may sue on this bond if City is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of City to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either the City or the CONTRACTOR to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; or in or to the mode or manner of payment therefore shall in any way release the CONTRACTOR and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance, and notice of any and all defaults by the CONTRACTOR or of the City's termination of the CONTRACTOR, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of the CONTRACTOR's default be greater than the obligations of the CONTRACTOR under the Contract in the absence of such CONTRACTOR default.

In the event of a default or defaults by the CONTRACTOR, the City shall have the right to reimburse itself from the proceeds of this bond for any and all costs, expenses, losses, damages, liquidated damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the City and/or chargeable to the CONTRACTOR under the Contract or this bond. In addition, the City shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay the City all costs incurred by the City in taking over and completing the Contract or, at its option, the City may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which the City notifies Surety that the City wants Surety to take over and complete the Contract.

The City shall have no obligation to actually incur any expense or correct any deficient performance of the CONTRACTOR in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 2022.

Attest/Witness: _____

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness: _____

SURETY

By: _____

By: _____

Title: _____

Title: _____

Continuation Certificate

To be attached to Bond described below, executed by Berkley Insurance Company as Surety, Lakeshore Recycling Systems, LLC, as Principal, and City of Highland Park as Obligee on Bond No. _____.

Said Principal and said Surety hereby agree that the term thereof be and hereby is extended to the _____ day of _____, 20____, subject to all other provisions, conditions and limitations of said bond, upon the express condition that the Surety's liability there under during the original term of said bond and during any extended term thereof shall not be cumulative and shall in no event exceed the sum of \$500,000.00.

IN WITNESS THEREOF, the said Principal and said Surety have signed or caused the Certificate to be duly signed and their respective seals to be hereto affixed this _____ day of _____, 20____.

Lakeshore Recycling Systems, LLC
(Principal)

By: _____

Berkley Insurance Company
(Surety)

By: _____
Kelly A. Gardner, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: James L Moore; Stephen T. Kazmer; Bonnie Kruse; Dawn L. Morgan; Kelly A. Gardner; Jennifer J. McComb; Mary Beth Graff; Elaine Marcus; Melissa Schmidt; Tariese M. Pisciotto; Diane M. Rubright; or Sinem Aydin of HUB International Midwest Limited dba HUB International Scheers of Westmont, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this ____ day of _____, 20__.

Attest:

Berkley Insurance Company

(Seal)

By: _____
Ira S. Lederman
Senior Vice President & Secretary

By: _____
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this ____ day of _____, 20__, by
Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the
Senior Vice President, respectively, of Berkley Insurance Company.

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the
foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not
been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or
undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this ____ day of _____.

(Seal)

Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGinquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W.R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

State of Illinois)
) ss.
County of DuPage)

On _____, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Kelly A. Gardner known to me to be Attorney-in-Fact of Berkley Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires _____

Notary Public

Continuation Certificate

To be attached to Bond described below, executed by Berkley Insurance Company as Surety, Lakeshore Recycling Systems, LLC, as Principal, and City of Highland Park as Obligee on Bond No. _____.

Said Principal and said Surety hereby agree that the term thereof be and hereby is extended to the _____ day of _____, 20____, subject to all other provisions, conditions and limitations of said bond, upon the express condition that the Surety's liability there under during the original term of said bond and during any extended term thereof shall not be cumulative and shall in no event exceed the sum of \$500,000.00.

IN WITNESS THEREOF, the said Principal and said Surety have signed or caused the Certificate to be duly signed and their respective seals to be hereto affixed this _____ day of _____, 20____.

Lakeshore Recycling Systems, LLC
(Principal)

By: _____

Berkley Insurance Company
(Surety)

By: _____
Kelly A. Gardner, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: James L Moore; Stephen T. Kazmer; Bonnie Kruse; Dawn L. Morgan; Kelly A. Gardner; Jennifer J. McComb; Mary Beth Graff; Elaine Marcus; Melissa Schmidt; Tariese M. Pisciotto; Diane M. Rubright; or Sinem Aydin of HUB International Midwest Limited dba HUB International Scheers of Westmont, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this ____ day of _____, 20__.

Attest:

Berkley Insurance Company

(Seal)

By: _____
Ira S. Lederman
Senior Vice President & Secretary

By: _____
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this ____ day of _____, 20__, by
Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the
Senior Vice President, respectively, of Berkley Insurance Company.

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the
foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not
been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or
undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this ____ day of _____.

(Seal)

Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGinquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W.R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

State of Illinois)
) ss.
County of DuPage)

On _____, 20____, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Kelly A. Gardner known to me to be Attorney-in-Fact of Berkley Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires _____

Notary Public