

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into as of this 12<sup>th</sup> day of June, 2023 (the "Effective Date") by and between the Forest Preserve District of Cook County (hereinafter referred to as "District") and Lakeshore Recycling Systems, LLC (hereinafter referred to as "Contractor").

### I - AGREEMENT

This Agreement is comprised of this basic Agreement, the Description of Services and Costs attached hereto and made a part hereof as Attachment 1, the Certificate of Qualification attached hereto and made a part hereof as Attachment 2, the Tax and Fee Delinquency Certification attached hereto and made a part hereof as Attachment 1, the Disclosure of Ownership Interest Statement attached hereto and made a part hereof as Attachment 4, the Disclosure of Lobbyist Contacts attached hereto and made a part hereof as Attachment 5, the Familial Disclosure Form attached hereto and made part hereof as Attachment 6, the Insurance Requirements attached hereto and made part hereof as Attachment 7, the Addenda Acknowledgement Form attached hereto and made part hereof as Attachment 8, the Affidavit of Child Support Obligations (on file with District's Purchasing Agent) made part hereof as Attachment 9, and the MBE/WBE Forms (Utilization Plan, Letter of Intent, Waiver and Reciprocal Affidavit) attached hereto and made a part hereof as Attachment 10.

This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written. Changes, extensions or modifications to this Agreement shall only be made by mutual agreement by and between the parties and shall be in writing. For purposes of this Agreement, with respect to Contractor, the terms subcontractor and sub consultant shall be used interchangeably and shall mean an individual or business entity contracted by Contractor to provide services related to or part of those which Contractor shall provide under this Agreement on behalf of the District.

### II - APPOINTMENT

The District does hereby appoint Contractor to perform the services as described in Attachment 1 ("Services") commencing on the Effective Date.

Contractor hereby represents and warrants that the employees, officers, agents and subcontractors of Contractor who will perform the Services will, during the term of this Agreement, be fully qualified, licensed as required, and skilled to perform the Services.

Contractor hereby represents and warrants that its performance of the Services will be in accordance with industry standards and consistent with its Proposal to Provide Refuse & Recycling Disposal Sites for Northwest Region (3), Contract No. 21-52-103, Solicitation No. 23-52-009067, dated April 7, 2023. The terms, conditions, and contract documents provided in Solicitation No. 23-52-009067 are incorporated into this agreement.

### III - SCOPE OF SERVICES

The scope of services shall be the Services, as that term is defined above. Contractor shall report to the District's Department of Landscape Maintenance.

#### **IV-TERM**

This Agreement shall continue from June 12, 2023, to August 31, 2024, with two (2) - one (1) year renewal options unless terminated by either party in accordance with Article VIII (Default) or Article IX (Termination) below. The Parties further agree that utilization of the second one (1) year renewal option must be approved by the District's Board of Commissioners.

#### **V - DUTIES OF DISTRICT**

The District shall cooperate and furnish to Contractor, upon request, information in the District's possession and necessary for Contractor to perform the Services hereunder. The District shall, upon notice, permit Contractor access to District sites necessary to perform its obligations under this Agreement.

#### **VI - COMPENSATION**

The total aggregate amount to be paid for performance of the Services including reimbursable expenses shall not exceed \$51,840.00 for the initial term, \$38,130.00 for the first year renewal option and \$39,660.00 for the second year renewal option. Compensation will be based upon reimbursement for cost per ton as set forth in Attachment 1- Notwithstanding any amounts set forth in this Agreement, reimbursable expenses shall be limited to amounts which are customary, reasonable and necessary, and under no circumstances shall include any additional amounts for general overhead or administrative expenses. Invoices shall be presented by Contractor at the end of each month to the District's Department of Landscape Maintenance and to the Finance Department at [fpdcc.billing@cookcountyil.gov](mailto:fpdcc.billing@cookcountyil.gov). The District shall notify Contractor if an invoice is not in order. All invoices submitted by Contractor for payment shall be paid by the District within 60 days of receipt complete with all requested documentation. The District shall have the right to examine the books and records of Contractor for the purpose of auditing the same with reference to all charges made to the District.

As a unit of local government, the District is not subject to certain taxes. The District's Illinois Department of Revenue tax exemption number for the District is E-9997-8636-07. Upon request, the District will provide a Federal Excise Tax Exemption Certificate.

Subject to Article XVIII, if Contractor engages any subcontractors to perform any Services, Contractor shall not markup the services performed by such subcontractors. In addition, Contractor shall pay any such subcontractor within ten (10) business days of Contractor's receipt of payment by District for undisputed services provided by such subcontractor.

#### **VII - NOTICES**

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile or e-mail transmission during regular business hours; (c) overnight courier; or (d) first class U.S. mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile or e-mail transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by first class U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other places as the parties may from time to time designate in writing by notice given hereunder.

If to Contractor: Lakeshore Recycling Systems, LLC  
5500 Pearl Street  
Rosemont, Illinois 60018  
James Dubay, Major Account Executive  
jdubay@lrsrecycles.com

If to District: Forest Preserve District of Cook County  
69 W. Washington, Suite 2060  
Chicago, Illinois 60602  
Attention: Thomas J. Conlon, Purchasing Agent  
Tom.Conlon@cookcountyil.gov

With a copy to: Forest Preserve District of Cook County  
69 W. Washington, Suite 2010  
Chicago, Illinois 60602  
Attention: Lisa Lee, Chief Attorney  
Lisa.Lee@CookCountyIL.gov  
312-603-9850 (Facsimile)

#### **VIII-DEFAULT**

If either party breaches any of its material obligations under this Agreement and has failed to cure such breach within thirty (30) calendar days after receipt of notice specifying such breach, the non-breaching party may terminate this Agreement by notice in writing, which shall be effective immediately upon receipt.

Upon termination of this Agreement under the preceding paragraph, or if this Agreement is terminated under Article IX or otherwise, Contractor shall deliver to the District within ten (10) calendar days all finished or unfinished documents, data, studies and reports prepared by Contractor for delivery to the District under this Agreement. The provisions of this Article VIII shall survive termination or expiration of this Agreement.

#### **IX -TERMINATION**

The District may terminate this Agreement, for reasons other than a material breach at any time by giving 30 days' notice of termination in writing from the District to Contractor. Payment for Services performed up to the effective date of termination pursuant to this Article shall be based on the actual Services performed by Contractor, as approved by the District's Department of Landscape Maintenance, such approval not to be unreasonably withheld or delayed. Such payment shall be in full settlement for Services rendered under this Agreement.

#### **X - INDEMNIFICATION AND HOLD HARMLESS**

Contractor agrees to defend, indemnify, keep and save harmless, the District, its agents, officials and employees ("Indemnified Parties"), against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, cost or expenses, including reasonable attorneys' fees, to the extent an error, omission, or willful or negligent act of Contractor, or any of its employees, officials, agents or subcontractors arises out of or results from the performance of the Services under this Agreement. Contractor expressly understands and agrees that any performance bond or insurance protection required in this Agreement shall in no way limit its responsibility to indemnify, defend or keep and save the District, its agents, officials and employees as herein provided. The provisions of this Article X shall survive the termination

or expiration of this Agreement. Contractor shall not be liable to the Indemnified Parties for any incidental, consequential, exemplary, punitive or special damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not Contractor has been advised of the possibility of such damages.

#### **XI - INSURANCE**

Contractor shall comply with all insurance requirements described in Attachment 7.

#### **XII - NONDISCRIMINATION**

Contractor, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, marital status, disability, national origin, status of discharge from military, or other protected status, nor shall Contractor otherwise commit an unfair employment practice.

#### **XIII- MBE/WBE PROGRAM**

Contractor shall comply with District Code Section 1-8-5; Minority and Women Owned Business Enterprises. As a material consideration for the District entering into this Agreement, Contractor has agreed to a participation goal of subcontracting at least 0% of the value of this Agreement to one or more MBEs and/or WBEs (as defined in the District Code). Contractor's MBE/WBE Utilization Plan and Letters of Intent (to be completed by MBE/WBE subcontractors), are included as part of this Agreement in Attachment 10. MBE/WBE firms that are certified by an agency other than Cook County should also complete a Reciprocal Affidavit.

Contractor also agrees to maintain a record of all relevant data with respect to the utilization of such MBE/WBEs with regard to payment requests accepted by the District. Such records shall include, but not be limited to, payroll records, invoices, cancelled checks, sworn statements and books of account, all of which should be held for a period of at least five (5) years after Contractor's completion of the Services. The District or its agent shall have the right to obtain from Contractor any additional data reasonably related or necessary to verify any representations by Contractor regarding its use of MBE/WBEs. The provisions of this Article XIII shall survive termination or expiration of this Agreement.

#### **XIV - INDEPENDENT CONTRACTORS**

District and Contractor shall each be deemed to be an independent contractor and shall not be considered or permitted to be an agent, servant, in a joint venture, or partner of the other party. Each agrees to take such steps as may be necessary so that each of their subcontractors will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, in a joint venture or partner of the other party hereto. All persons furnished, used, retained or hired by or on behalf of each party hereto or any of their respective subcontractors shall be considered to be solely the employees or agents of the respective party or such sub-contractor, and each party hereto shall be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons to the extent required by law.

Contractor acknowledges and understands that no District employee or any agent acting on behalf of the District, may participate in or attempt to influence, based on political reasons or factors, the hiring decisions of Contractor with respect to work performed under this Agreement and that Contractor is obligated to

report any and all known or suspected attempts or efforts to do so by any District employee or agent acting on behalf of the District to the Office of the Independent Inspector General of Cook County.

#### **XV - ACCESS TO BOOKS AND RECORDS**

The District and Contractor will permit any regulatory agency and its representatives authorized by the District to have access to all data and records relating to the nature and extent of the performance of Services provided under this Agreement until four (4) years after the furnishing of such Services. Both parties will provide this access to books and records in accordance with the Social Security Act and regulations. If Contractor carries out the requirements of this Agreement through a subcontract with a value of Ten Thousand Dollars (\$10,000) or more, over a 12 month period, Contractor will include this right of access to books and records in each subcontract. This provision relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (I) of the Social Security Act and Section 952 of the Omnibus Reconciliation Act of 1980 to this Agreement. If such provisions should be found to be inapplicable, then this clause shall be deemed to be inoperative and without force and effect. The provisions of this Article shall survive the termination or expiration of this Agreement.

#### **XVI-COMPLIANCE WITH LAWS**

Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County, District and other local government agencies, which may in any manner affect the performance of this Agreement, including without limitation, all applicable requirements described in the Cook County Code of Ordinances, Chapter 2, Article IV, Division 5 (Inspector General) and adopted by the District pursuant to the District's Code of Ordinances, Title 1, Chapter 17 - Office of the Independent Inspector General. Assurance of compliance with these requirements by Contractor's employees, agents or subcontractors shall be the responsibility of Contractor. Contractor shall obtain any and all necessary permits, licenses and other authorizations necessary for its performance under this Agreement. In executing this Agreement, Contractor shall be required to execute the Certificate of Qualification attached hereto as Attachment 2 and made a part hereof.

#### **XVII - GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be proper only in a court of competent jurisdiction located within the County of Cook, Illinois.

#### **XVIII - ASSIGNMENT/BINDING EFFECT**

No right or interest in this Agreement shall be assigned by Contractor to any third party, or any part of the Agreement subcontracted, without the advance written consent of the District, which may be withheld in the District's sole discretion. District reserves the right to impose reasonable conditions precedent to giving any such consent, including but not limited to insurance and surety bond coverage. Notwithstanding District consent to assign or subcontract, Contractor shall not be relieved of its obligations under this Agreement. Contractor shall not transfer or assign any claim for funds due or to become due, without the advance written approval of the District, which approval shall not be unreasonably withheld.

#### **XIX - OWNERSHIP OF DOCUMENTS / CONFIDENTIALITY**

Subject to any third party intellectual property rights, all originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, data bases and other documents or materials required to be furnished by the District or Contractor hereunder, including drafts and reproduction copies

thereof, shall be and remain the exclusive property of District, and District shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Contractor. Upon the termination of this Agreement, or upon request of District, during any stage of the Services, Contractor shall promptly deliver all such materials to District. Contractor shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working papers, without the prior written approval of District, provided, however, that Contractor may retain copies of the same for Contractor's own general reference.

Contractor agrees not to disclose to any third party, without the District's prior written consent, any information gathered from or on behalf of any District employee, officer, or agent ("Confidential Information"). If required by law to disclose such Confidential Information, Contractor shall provide as much advance notice as possible of such disclosure to the District.

The provisions of this Article shall survive the termination or expiration of this Agreement.

#### **XX-WAIVER**

The waiver by either party of the breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing any such provisions.

#### **XXI - ORDER OF PRECEDENCE**

This Agreement shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall control to resolve all cases of conflict, ambiguity or inconsistency. Nothing set forth in Contractor's incorporated documents shall be deemed or construed to supersede the terms set forth in Articles 1-XXIII of this Agreement.

- A. Agreed contract modifications entered into after the date of execution of this Agreement, if any.
- B. Articles 1-XXIII of this Agreement and all Exhibits attached hereto. To the extent of any conflict between the Exhibits and the basic Agreement, the basic Agreement shall govern.
- C. The terms, conditions, and contract documents provided in Solicitation No. 23-52-009067.
- D. District Certifications/ Disclosures.

#### **XXII - CONFLICT OF INTEREST**

No member of the governing body of the District and no other officer, employee or agent of the District who exercises any functions or responsibilities in connection with the award or carrying out of the project to which this Agreement pertains shall have any direct or indirect personal interest or derive any financial benefit from this Agreement.

#### **XXIII - SEVERABILITY**

The parties agree that, to the extent that a court of competent jurisdiction shall determine that any part or provisions of this Agreement or its incorporated documents are unenforceable as a matter of law, the portion deemed unenforceable shall be severable and the remainder of the Agreement shall survive and continue in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date referenced above.

**Lakeshore Recycling Systems, LLC**

By: <sup>DocuSigned by:</sup> James Dubay  
James Dubay, Major Account Executive

**Forest Preserve District of Cook County**

By: Alma Arias 10/13/23  
Alma Arias, Director of Landscape Maintenance

By: Lisa Lee /TSF  
Lisa Lee, Chief Attorney

By: \_\_\_\_\_  
Arnold Randall, General Superintendent

HB: 4874-2119-6415.1

**Certificate Of Completion**

Envelope Id: F359585FA45542F99757534EB2CF5CEB Status: Completed  
 Subject: Here is your signed document: 4874-2119-6415.1 LRS - Forest Preserve of Cook County - Legal reviewed  
 Source Envelope:  
 Document Pages: 7 Signatures: 1 Envelope Originator:  
 Certificate Pages: 1 Initials: 0 James Dubay  
 AutoNav: Disabled jdubay@lrsrecycles.com  
 Envelope Stamping: Disabled IP Address: 207.140.232.202  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

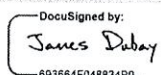
**Record Tracking**

Status: Original Holder: James Dubay Location: DocuSign  
 10/11/2023 8:00:06 AM jdubay@lrsrecycles.com

**Signer Events**

James Dubay  
 jdubay@lrsrecycles.com  
 Major Account Executive  
 LRS  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

DocuSigned by:  
  
 693664F048834B9  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 207.140.232.202

**Timestamp**

Sent: 10/11/2023 8:02:52 AM  
 Viewed: 10/11/2023 8:04:53 AM  
 Signed: 10/11/2023 8:10:11 AM  
 Freeform Signing

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Robin Dixon  
 robin.dixon@cookcountyil.gov  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 10/11/2023 8:10:12 AM  
 Viewed: 10/11/2023 8:17:11 AM

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	10/11/2023 8:02:52 AM
Certified Delivered	Security Checked	10/11/2023 8:04:53 AM
Signing Complete	Security Checked	10/11/2023 8:10:11 AM
Completed	Security Checked	10/11/2023 8:10:12 AM

**Payment Events**

**Status**

**Timestamps**