



# DALLAS CENTER GRIMES SCHOOLS

WASTE AND RECYCLING

NOVEMBER 14TH

SUBMITTED BY:

**WM OF IOWA INC.**

CONTACT:

BRIANNA SKVARCE | ACCOUNT EXECUTIVE  
630-389-1986 | [BSKVARCE@WM.COM](mailto:BSKVARCE@WM.COM)



## Company Overview

As North America's leading provider of comprehensive environmental services, WM serves millions of residential, commercial, industrial, and municipal customers throughout the U.S. and Canada by collecting, transporting, and finding new uses for the waste they generate. We also collaborate with our customers to help them achieve their sustainability goals through managing and reducing waste and operating more sustainably.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities, led by a team of ~61,700 employees motivated to go above and beyond. Unmatched in geographical reach and ability, our resources enable us to manage every aspect of our customers' waste streams.

### WM At-A-Glance (data represents the most recently published information)

People	Operations				
<b>-61,700</b> team members	<b>262</b> solid waste landfills	<b>5</b> hazardous waste landfills	<b>497</b> hauling facilities	<b>506</b> transfer facilities	<b>\$44.6B</b> asset base
<b>Material is Repurposed</b>		<b>Energy is Renewable</b>		<b>Communities are Thriving</b>	
<b>105</b> recycling facilities		<b>12,000</b> alternative-fuel vehicles		<b>70+</b> certified wildlife habitat programs	
<b>49</b> organics recycling facilities, including WM CORe® sites and composting		<b>~200</b> natural gas fueling stations		<b>72</b> pollinator gardens and wildflower meadow projects	
<b>15.2 million tons</b> of material recovered		<b>95</b> landfill gas-to-electricity facilities		<b>291</b> habitat, species, and education projects "on-the-ground"	
		<b>23</b> direct landfill gas-to-industrial customers		<b>13,413</b> acres actively managed for wildlife preservation	
		<b>18</b> renewable natural gas facilities			

WM's services and solutions include:

- **Collecting trash, recyclables, and organic materials** from homes, businesses, higher education institutions, and large public venues
- **Operating recycling facilities** where materials like paper, metal, glass, and plastics are sorted to be transformed into new goods
- **Operating landfills** where gas from decomposing waste is processed into renewable energy
- **Developing organics processing facilities** where food and yard waste are converted into compost, soil products, and renewable energy
- **Educating customers** on ways to reduce waste through our Recycle Right® program

- **Evaluating operational strategies and identifying sustainable solutions for customers** through WM Sustainability Services site
- **Safely handling specialized waste**, such as fly ash, electronics, industrial and medical waste
- **Helping large event venues** divert waste and operate more sustainably
- **Developing and promoting new markets for recycled materials**
- **Offering business waste compaction services**

## Financial Strength

WM's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in conducting our broad waste management services.

Revenue in 2024 was \$22 billion, and WM has an asset base of \$44.6 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit.

WM's financial strength gives you assurance that we can and will fulfill our obligations.

- WM is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- WM offers the most extensive network providing waste management services in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- New capital requirements are internally financed by WM using cash flow from existing operations - freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

WM's financial strength helps us to continually advance services for all the customers we serve, including DALLAS CENTER GRIMES SCHOOLS, and we are committed to maintaining that strength.

## Operations - Industry-Leading Onboard Technology

Our fleet of trucks is equipped with our onboard computing system (OCS), which enhances communication between our operations and customer service teams. OCS replaced paper route books with electronic route sheets that are updated in real time. Collection drivers see all stops and service tickets on their touch screens, which can be updated remotely and in actual time by our route managers and dispatchers. Drivers use their OCS to log completion of each service performed.

Our OCS is complemented by the following industry-leading software and technology:

- **eRouteLogistics®:** Customized mapping and routing software system used to develop and modify routes.
- **Plan Versus Actual (PvA) Technology:** Software that plots planned route versus actual route status.
- **Integrated Onboard Computer System:** Our state-of-the-art onboard computing system on each truck is integrated with our dispatch teams' in-office software to facilitate seamless communication and service delivery.

- **WM Smart Truck® Technology:** Our Smart Truck® technology documents service data through sensors and onboard cameras to provide real-time service verification and overage and contamination recognition. Data collected on route, which includes GPS mapping and photo and video documentation of service, is reviewed by a WM audit team. If an issue is identified, such as contamination or overage, the customer receives a notification based on their communication preferences.
- **DriveCam®:** Forward-facing camera that constantly records whenever there is a sudden movement, such as hard braking, swerving, or a collision.

### **Safety: A Core Value for WM**

Safety is a core value for our company. We understand the magnitude of the responsibility we have and strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.

Overall injury rates in our industry have improved in recent years and WM's performance in this area has ranked among the best. We actively work with our trade association, the National Waste & Recycling Association, to advance safety within our industry and among our customer bases.

You do not need to search long to see how we fulfill our commitment to safety – it is woven into everything we do – from hiring practices to training to advancing safety technologies to preventive maintenance.

Once hired, our drivers undergo intensive immersion training at our state-of-the-art training centers. Over two weeks, drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's culture of safety.

### **Ethical Responsibility**

At the core of everything we do is our firm commitment to adhere to ethical business standards and practices. We have been recognized annually as an Ethical Leader by many organizations, including Ethisphere Institute as a "World's Most Ethical Company" in 2024 for the 15<sup>th</sup> year, as well as by the Better Business Bureau, Wildlife Habitat Council, and the Dow Jones Sustainability Indexes. These honors reflect our commitment to our employees who strive to take care of our customers, communities, shareholders, environment, and each other.

### **Environmental Stewardship**

Environmental stewardship is the core of our business - our promise to customers, our competitive advantage, and our obligation to the locations in which we operate. In a business as highly regulated as ours, protecting the environment, maintaining compliance, and innovating to improve operations requires an unwavering focus, expertise, comprehensive systems, and internal checks and balances. We have a long track record of supporting high regulatory standards and striving to go beyond them.

### **Unparalleled Recycling Program**

As North America's leading post-consumer recycler and largest marketer of residential recyclables, WM has been leading change in the ever-growing and dynamic recycling industry for more than three decades. From the \$1 billion we have invested in recycling processing infrastructure to the 14.8 million tons in recyclables we managed in 2023 to the industry's first recycling education program, Recycle Right® - WM is committed to making our world more sustainable.

## **World-Class Customer Service**

At WM, our core principles guide everything we do. Providing world-class customer service is at the top of our list. For our customers, a positive customer service experience rarely goes unnoticed, and we believe those everyday interactions are our best opportunity to provide you an exceptional experience. We have been nationally recognized for our commitment to unsurpassed customer service and combined with our tested processes and innovative new technologies, we bring you a level of service reliability and customer satisfaction that is truly unmatched.

## **Commitment to Near-Zero Emissions**

Since the early 1990s, WM has prioritized equipment efficiency and innovation to reduce our vehicles' greenhouse gas (GHG) emissions, in part by converting our diesel trucks to run on cleaner natural gas. For every diesel truck we replace with natural gas we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 14 metric tons of GHG emissions per year - the equivalent of a 15% emissions reduction per truck. WM's fleet now includes 12,119 natural gas trucks, the largest heavy-duty natural gas truck fleet of its kind in North America.

## **Proven Employee Hiring Practices**

To provide the safest and most secure service, our employees undergo comprehensive background checks and drug testing. Prior to employment, all driver candidates must possess a valid Commercial Driver's License (CDL) for Class-C trucks and must pass a Department of Transportation (DOT) medical exam. Once employed, all drivers are subject to ongoing drug and alcohol screenings.

## **Commitment to Diversity and Inclusion**

At WM, we are committed to promoting and fostering a workplace where everyone is valued and respected. Only by fully embracing diversity and the well-being of our employees can we drive superior innovation and service for the customers we serve. Through recruitment and community outreach efforts, we support minority and women's organizations that strive to improve opportunities for professional development and advancement. We have been recognized for best-in-class business practices by the Human Rights Campaign Foundation, the Hispanic/Latino Professionals Association, DIVERSEability Magazine, and Women's Choice Award, among others.

## **Commitment to Hiring Veterans**

WM has nearly 2,500 veterans working in a variety of roles - representing 6% of our workforce. We have been recognized as a "Best for Vets Employer" by the Military Times for 20 years, a top "Military Friendly Employer" by G.I. Jobs/Military Friendly Companies from 2010 to 2021, and in 2024, "Best Employers for Veterans" by Forbes. We take great pride in hiring, training, promoting, and retaining veterans within our company.

## **Raising Our Ambitions**

To further embed IE&D as a central pillar and continued cultural focus, we added two aspirational goals to achieve by 2025:

- Achieve ethnic and racial diversity in each segment of our workforce, with an emphasis on leadership, which is greater than or equal to the estimated availability of minority talent in the marketplace.

- Lead the industry in female representation at all levels, with a special emphasis on frontline and women in leadership.

In 2020 we identified policies, practices, and procedures that could enhance our ability to meet these goals; incorporated IE&D metrics into each market's monthly and quarterly business reviews; and launched internal and external campaigns to highlight employees from underrepresented groups to inspire existing and future employees. In addition to these goals, we are growing our focus on recruiting employees who identify as LGBTQ+, as veterans, or as having a disability. WM is committed to a diverse Board of Directors. This is evidenced by the fact that one-third of our Board members are women, and 22% self-identify as ethnic minorities.



## References

We are pleased to submit our references to showcase relevant experience and expertise in delivering exceptional results in similar projects. We take pride in our team of professionals who deliver excellence in every aspect of our work. Our team consists of subject matter experts in service improvement, enhanced sustainability offerings, innovation, and technology, and we have a deep understanding of your unique service requirements.

Our commitment to providing quality service is unwavering. We are confident that our extensive experience, seamless transitions, and exceptional team will contribute to a long-term collaboration focused on meeting and exceeding DALLAS CENTER GRIMES SCHOOLS's goals.

Name	Millard Public Schools
Address	13906 F Street Omaha, NE 68137
Contact	Kelly Ostrand
Phone   Email	402-715-1361
Type of Work	Purchasing Agent

NAME	WEST DES MOINES COMMUNITY SCHOOL DISTRICT
Address	1140 35TH ST WEST DES MOINES IOWA 50266
Contact	RANDY WILSON
Phone   Email	P: 515-633-4940
Type of Work	Assistant Director of Operations

## **WM Pricing, Agreement, and Services in following pages**



Waste Management of Iowa, Inc.  
720 E Butterfield Rd Ste 400  
Lombard, IL 60148  
800-767-9696

WM Agreement #  
Customer ID  
Acct. Name  
Salesperson  
Effective Date  
Last PI Date

Multiple Accounts  
Dallas Center Grimes CSD  
Brianna Skvarce  
1/01/2026

# Service Agreement

## Non-Hazardous Waste Service Summary

### Service Information

Name Dallas Center Grimes Community School District  
Address Various Locations  
City State Zip  
County/Parish

**Customer Comments:** See Addendum A for pricing, services and locations

### Billing Information

Name Dallas Center Grimes Community School District  
Address PO Box 680  
City State Zip Grimes, IA 50111  
County/Parish  
PO#:

### Service Description & Recurring Rates

Quantity	Equipment  See Addendum A	Material Stream	Frequency	Base Rate	\$	*
				Energy Surcharge	\$	
				Container Service Plan	\$	
				Lock Service	\$	
				Gate Service	\$	
				Enclosure Service	\$	
				Rollout/Pushout Service	\$	
				Valet Service	\$	
				Franchise Fee	\$	
				Container Usage	\$	
Current rate for Extra Pickup (per lift): \$				<b>TOTAL :</b>	<b>\$ 0.00*</b>	
Quantity	Equipment  See Addendum A	Material Stream	Frequency	Base Rate	\$	*
				Energy Surcharge	\$	
				Container Service Plan	\$	
				Lock Service	\$	
				Gate Service	\$	
				Enclosure Service	\$	
				Rollout/Pushout Service	\$	
				Valet Service	\$	
				Franchise Fee	\$	
				Container Usage	\$	
Current rate for Extra Pickup (per lift): \$				<b>TOTAL :</b>	<b>\$ 0.00*</b>	
Customer's Waste Materials not to exceed an average weight of				<b>Administrative Charge</b>	<b>\$ 8.50</b>	
				<b>GRAND TOTAL</b>	<b>\$ 8.50*</b>	

### Initial One Time Service Charges\*

Initial Delivery	\$
Lock (per container)	\$
Setup Charge	\$
Permit Service	\$

### As Needed Services\*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact WM for a full list of such additional services and current prices.

\*The Energy Surcharge applies to all other Charges whether or not listed on this summary. Any Energy Surcharge amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at [www.wm.com/billhelp](http://www.wm.com/billhelp). State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

**Contract Term is for 1 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 0 months ('Renewal Term')**  
unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature

Printed Name

Title

Date

Company: Waste Management of Iowa, Inc.

Printed Name

Title

Date

**1. (a) SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.

**(b) SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, polychlorinated biphenyl ("PCB") wastes, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

**2. CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

**3. TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows:

- (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase;
- (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination;
- (c) by Company, (i) as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and
- (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement.

In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.

**4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see [www.wm.com/billhelp](http://www.wm.com/billhelp) for a list of "Additional Services", which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.

**(b) PERMITTED PRICE INCREASES AND CHARGE MODIFICATIONS.** Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the calculation of the Energy Surcharge including additions or modifications to the fuel types used in the calculation, the Recyclable Materials Offset, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on an enterprise-wide basis, including Company and all Affiliates and subcontractors); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel or energy surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.

**(c) CONSENSUAL PRICE INCREASES.** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

**5. INVOICES; PAYMENT TERMS.** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third-party billing portal or program. In no event shall the use by Company of Customer's or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company or its payment system provider(s) from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer's behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

**6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for

its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services. Customer agrees that during each instance of service of roll-off/open top container(s) or compactor box at Customer's service address, the Company vehicle(s) providing service may temporarily place an additional roll-off/open top container or compactor box at Customer's service location in a manner that does not interfere with the use of Customer's premises, with such container being removed by the Company upon Company's return of the empty roll-off/open top container or compactor box to the Customer's service address.

**7. LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

**8. INDEMNITY.** Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

**9. RIGHT TO PROVIDE COMPETING OFFERS.** If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer. Except to the extent either party has provided timely written notice of termination as set forth in Section 2, Customer's acceptance of a competing offer under this Section 9 before the expiration or termination of the current Initial Term or Renewal Term shall be a termination under Section 3(b) and subject to Customer's obligation to pay liquidated damages as provided in Section 7.

**10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION:** Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see [www.wm.com](http://www.wm.com) for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

**11. MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on [www.wm.com](http://www.wm.com) relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) "business day" means Monday through Friday, excluding bank holidays.

**12. RECYCLING SERVICES.** The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper, flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's

processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recyclable processing services are provided, Charges may include separate fuel and environmental surcharges for recycling services as set forth at [www.wm.com](http://www.wm.com). (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

**"Addendum A"**  
**Addendum to Service Agreement**  
**between WM of Iowa, Inc. and Dallas Center-Grimes Community School District**

Agreement Effective Date: 1/01/2026 Initial Term: 12 months

Account #	Customer ID	Location Name	Address/State	Trash or Recycle						
				Qty.	Container Size	Frequency	Service Days	Monthly rate	Extra Pick Up	
494-219425	237697123003	DALLAS CENTER GRIMES ADMINSTRATION OFFICES	2405 W 1st Street, Grimes, IA	Trash	1 3 YD FEL	1x/wk	Th	\$67.00	\$75.00	
494-55931	78027183002	DALLAS CENTER GRIMES NORTHRIDGE	400 NW 27th Street, Grimes, IA	Trash	1 6 YD FEL	5x/wk	M,T,W,Th,F	\$472.00	\$75.00	
				Recycle	1 6YD FEL RCY	1x/wk	W	\$87.00	\$75.00	
494-192292	152962803009	DALLAS CENTER GRIMES SCHOOL BUS MAINTENANCE	24080 X Ave, Grimes, IA	Trash	1 4 YD FEL	1x/wk	W	\$77.00	\$75.00	
494-223981	250009823006	DALLAS CENTER GRIMES SCHOOLS OAK VIEW	1300 SW County Line Rd, Grimes, IA	Trash	1 3 YD FEL	5x/wk	M,T,W,Th,F	\$306.00	\$75.00	
				Trash	1 2 YD FEL	5x/wk	M,T,W,Th,F	\$248.00	\$75.00	
				Recycle	1 3YD FEL RCY	3x/wk	M,W,F	\$184.00	\$75.00	
494-38685	46918383009	DALLAS CENTER GRIMES HIGH SCHOOL	2555 W 1st Street, Grimes IA	Trash	3 8 YD FEL	5x/wk	M,T,W,Th,F	\$1,617.00	\$75.00	
				Recycle	2 6FD FEL RCY	1x/wk	W	\$163.00	\$75.00	
494-202901	187223393001	DALLAS CENTER GRIMES HERITAGE ELEMENTARY	500 NE Beaverbrooke Blvd, Grimes, IA	Trash	1 6YD FEL	5x/wk	M,T,W,Th,F	\$472.00	\$75.00	
				Recycle	1 6YD FEL RCY	1x/wk	W	\$87.00	\$75.00	
494-6433	14501153009	DALLAS CENTER GRIMES SOUTH PRAIRIE ELEMENTARY	500 S James St, Grimes, IA	Trash	1 6YD FEL	5x/wk	M,T,W,Th,F	\$472.00	\$75.00	
				Recycle	1 6YD FEL RCY	1x/wk	Th	\$87.00	\$75.00	

**\*AS NEEDED SERVICES**

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

\*The Energy Surcharge applies to all other Charges whether or not listed on this Addendum. Any Energy Surcharge amounts shown in this Addendum are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at [www.wm.com/billhelp](http://www.wm.com/billhelp). State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments. This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

**Special Instructions:** Price firm first 12 months of initial term; Option to renew for up to two (2) additional one-year periods upon mutual agreement. 7% PI Option year 1 of renewal; 7% PI Option year 2 of renewal; Exempt Energy; Overages at \$65 per incident; Delivery \$125 per container; Removal \$125 per container; Temporary Rolloff Rates: \$225 per haul rate \$55 per ton disposal rate



## **CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**

10/27/2025

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>	Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538 TXClientSrvUT@lockton.com	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
		<b>PHONE (A/C, No, Ext):</b>		
<b>INSURED</b>	1300299 WASTE MANAGEMENT HOLDINGS AND ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF IOWA, INC 201 SE 18TH ST DES MOINES IA 50317	<b>E-MAIL ADDRESS:</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
			INSURER A : Indemnity Insurance Co of North America	43575
	INSURER B : ACE American Insurance Company	22667		
	INSURER C : ACE Fire Underwriters Insurance Company	20702		
	INSURER D : ACE Property and Casualty Insurance Company	20699		
	INSURER E :			
	INSURER F :			

## **COVERAGES**

**CERTIFICATE NUMBER:** 22547463

**REVISION NUMBER:**      **XXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WWD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
B	X	COMMERCIAL GENERAL LIABILITY			Y	Y	HDO G48900793		1/1/2025	1/1/2026	EACH OCCURRENCE	\$ 5,000,000						
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR									DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000						
	X	XCU INCLUDED									MED EXP (Any one person)	\$ XXXXXXXX						
	X	ISO FORM CG00010413									PERSONAL & ADV INJURY	\$ 5,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:										GENERAL AGGREGATE	\$ 6,000,000						
		POLICY <input checked="" type="checkbox"/> PROJECT	<input checked="" type="checkbox"/>	LOC							PRODUCTS - COMP/OP AGG	\$ 6,000,000						
		OTHER:										\$						
	AUTOMOBILE LIABILITY										COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000						
B	X	ANY AUTO OWNED AUTOS ONLY			Y	Y	MMT H1082235A		1/1/2025	1/1/2026	BODILY INJURY (Per person)	\$ XXXXXXXX						
		HIRED AUTOS ONLY									BODILY INJURY (Per accident)	\$ XXXXXXXX						
	X	MCS-90									PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX						
												\$ XXXXXXXX						
D	X	UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	Y	Y	XEUG27929242 010		1/1/2025	1/1/2026	EACH OCCURRENCE	\$ 15,000,000						
		EXCESS LIAB		<input checked="" type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$ 15,000,000						
		DED		RETENTION \$								\$ XXXXXXXX						
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y/N  N	N/A	Y	WLR C72629668 (AOS) WLR C72629620 (AZ,CA & MA) SCF C7262970A (WI)		1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	X PER STATUTE	OTH-ER					
											E.L. EACH ACCIDENT	\$ 3,000,000						
											E.L. DISEASE - EA EMPLOYEE	\$ 3,000,000						
											E.L. DISEASE - POLICY LIMIT	\$ 3,000,000						
B	EXCESS AUTO LIABILITY				Y	Y	XSA H10822269		1/1/2025	1/1/2026	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)							

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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYER'S LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.**

## **CERTIFICATE HOLDER**

CANCELLATION

**22547463**  
FOR INFORMATIONAL PURPOSES ONLY

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

**AUTHORIZED REPRESENTATIVE**

*[Handwritten signature]*