



Date: September 29, 2017

Re: Request for Proposals for Waste and Recycling Collection Services at the Oak Brook Park District

The Oak Brook Park District is requesting proposals for waste and recycling collection services.

Enclosed in the accompanying packet are the specifications for the waste and recycling collection services and quote sheets for your consideration.

Please refer all questions and requests for additional information to Bob Johnson, Director of Parks and Planning via email: [bjohnson@obparks.org](mailto:bjohnson@obparks.org)

The Oak Brook Park District is accepting proposals for the specified services until 11:30am Tuesday, October 10, 2017

Submitted proposals shall be addressed as follows:

Proposal for Waste & Recycling Services  
Oak Brook Park District  
1450 Forest Gate Rd.  
Oak Brook IL, 60523

We strive to provide the **very best** in **park** and **recreational opportunities, facilities,** and **open lands** for **our community.**

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379  
Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

[www.obparks.org](http://www.obparks.org)



## Waste and Recycling Collection Services at the Oak Brook Park District

The Oak Brook Park District, hereinafter referred to as “District”, is seeking the most economical, yet highest quality refuse and recyclable waste collection services for the District. To this end, the District is hereby inviting qualified, licensed, waste hauling companies to submit proposals to provide these services.

*The District encourages minority business firms to submit proposals for providing these services.*

The term “Park District” or “District” shall mean the Oak Brook Park District. The term “Proposer” shall mean the entity submitting a response to the Request for Proposals the term “Contractor” means the party entering into the Contract for performance of the services in accordance with these specifications. For purposes of this RFP, the term “Contract” and “Agreement” shall mean the same and will be interchangeable.

### I. Proposal Form

- A. Proposals must include all sections of this RFP packet in their entirety. Each proposal shall be made on the "Proposal Form" furnished by the District.
- B. The Proposal Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Proposal Form provided could result in rejection of the proposal. The proposal shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Proposer’s organization and the name of the official and title shall be typed below the signature. Erasures, interlineations, corrections, or other changes on the "Proposal Form" shall be explained or noted over the signature of the Proposer. No proposal submitted with deviations or reservations from the full Contract called for will be considered.
- C. Proposers’ prices are to include the cost of all services; including the cost of all equipment, supplies, tools, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the services. Proposals shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the services. An exemption certificate will be furnished by the Park District upon request of the Proposer.
- D. Proposers must acknowledge all Addenda received in the spaces provided on the Proposal Form. By submitting a proposal, Proposer indicates that all considerations issued by Addendum are incorporated in the proposal.
- E. Attached to the Proposal Form will be one or more certifications regarding the Proposer’s compliance with applicable laws. **Failure of a Proposer to complete/submit a required certification shall be the basis for immediate rejection of that Proposer’s proposal.** The certification of the successful Proposer shall become a part of the Contract with the Park District.

- F. The proposals shall be sealed in an opaque envelope, marked with the name of the Proposal, the date and time of the proposal, and addressed as follows:

Sealed Proposal: Waste and Recycling Collection Services  
Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

- G. Proposals shall be delivered or mailed in time for delivery to the foregoing address no later than Monday, October 9, 2017 at 11:30 a.m. Oral proposals or oral modifications to proposals will not be considered. It is the sole responsibility of the Proposer to see that his proposal is received in proper time. **No faxed or e-mail proposal or modification of a proposal will be considered.**
- H. No proposal can be withdrawn prior to the opening of the proposals unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the District at the foregoing address prior to commencement of the opening of proposals. No Proposer may withdraw a bid after opening of the proposals.
- I. Any Proposer may modify his proposal by written notice (signed by the Proposer) at any time prior to the scheduled closing time for receipt of proposals, provided that such written notice is received by the District prior to the closing time. Modifications of proposal submittals sent by facsimile will not be permitted.

## II. Requirements of Proposers

- A. Proposers must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing services similar in kind and scope to the services required by this RFP; and 2) are able to show that they have adequate laborers and materials to successfully complete the services as indicated this RFP and within the time required by the RFP. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.
- B. All proposals must include a completed **Waste and Recyclable Collection Services Cost Proposal Form, Contractor's Certifications and Contractor's References** which are provided herein. Each Proposer may also provide a one-page narrative pertaining to its company if desired. **Failure of a Proposer to complete/submit these documents shall be the basis for immediate rejection of that Proposer's proposal.**
- C. If any Proposer has already been issued a Waste and Recycling Service Provider's License for commercial properties issued by the Village of Oak Brook, such Proposer shall include a photocopy of its license with its proposal. Proposers who do not have a license issued by the Village of Oak Brook at the time a proposal is submitted must include a sworn affidavit that the Proposer, if awarded a contract hereunder, shall obtain a Waste & Recycling Service Provider's license issued by the Village of Oak Brook, Illinois for commercial properties, as provided in [Title 4, Chapter 3, Scavengers](#) in the Village Code of the Village of Oak Brook.

### **III. Examination of Contract Documents**

- A. Proposer shall thoroughly examine and be familiar with all of the RFP documents including, but not limited to, the specifications. Any errors, omissions or ambiguities in the specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a proposal.
- B. The failure or omission of any Proposer to obtain, receive or examine any form, instrument, or information, or to seek needed clarification shall in no way relieve any Proposer from any obligations with respect to his proposal. By submitting a proposal, the Proposer agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the RFP documents, has obtained all needed clarifications and where the RFP documents indicate in any part of the services, that a given result be produced, that the RFP documents are adequate and the required result can be produced as indicated in the specifications. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

### **IV. Withdrawal**

Proposers may withdraw or cancel their proposals at any time prior to the advertised proposal opening time by signing and submitting a request for said withdrawal. After the proposal opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

### **V. Addenda**

- A. Any interpretation, correction to, or addition to the RFP documents will be made by written Addendum and will be delivered by mail or fax to each prime Proposer of record. The written Addenda constitute the only interpretations of the RFP documents; the Park District accepts no responsibility for any other claimed interpretations or communications.
- B. It is the responsibility of each Proposer to verify that he has received all Addenda prior to submitting a proposal. It is also the responsibility of each Proposer to verify that all subcontractors and material suppliers whose prices are incorporated in the Proposer's bid are familiar with the RFP documents in their entirety, including all Addenda issued up to the time of proposal deadline.
- C. In the event a conflict or omission is discovered in the RFP documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to the proposal deadline, the Proposer is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated services so as to provide all materials, equipment, labor, and services necessary for the completion of the services in accordance with the RFP documents.

## **VI. Award of Contract**

### **A. Basis of Award**

The Park District may accept the proposal of, and award the Contract for the work to, the lowest responsive and responsible proposer as determined by and in the sole discretion of the Park District.

The Park District reserves the right to (1) reject all proposals; (2) reject only certain proposals which are non-conforming or non-responsive to the RFP requirements; (3) accept only a portion, part or specific items of work of all and reject others, as the Park District shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Proposer submitting the lowest proposal responsive to the RFP requirements. No proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of the work of all proposals, each Proposer's proposal shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that proposer on its submitted Proposal Form. The successful Proposer so selected may not refuse to enter into a Contract with the Park District on the basis that the Park District awarded a Contract for less than all portions or items of the work specified in the RFP. The Oak Brook Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the proposals, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

### **B. Acceptance and Award**

Award of Contract will be made to lowest responsible proposer that complies with the conditions and specifications presented herein. Although price is a major consideration in the award of this Contract, the Park District does not award on price alone and will also consider terms of delivery, quality, serviceability, conformity with specifications, financial capability of the proposer, and the performance of the proposer on other projects, as determined by the Oak Brook Park District Board of Commissioners.

The Park District reserves the right to: determine whether a substituted selection, in its judgment, is an acceptable alternate; increase or decrease the quantities shown on the proposal; to reject any and all prices or proposals submitted without disclosure of reason; waive any irregularity, formality or technicality in any proposal; and accept the proposal which is considered in the best interests of the Park District. Such decisions are final and not subject to recourse.

The acceptance of a proposal will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a proposal. The acceptance of a proposal by the Park District shall bind the successful proposer to execute and perform the work of the Contract. The successful proposer to whom the Contract is awarded by the Park District shall sign and deliver to the Park District, for execution by the Park District, all required copies of the Contract, substantially in the same form as included in this RFP, within ten (10) days after award of the Contract.

The District reserves the right to withdraw the RFP at any time.

## **VII. Scope of Services**

The District seeks to obtain a Contractor to provide clean and courteous waste and recycling collection services in accordance with this RFP and the Contract. The successful Contractor shall collect and dispose of or process waste and recyclable materials from the following three (3) District facilities:

- Family Recreation Center, 1450 Forest Gate Road, Oak Brook IL 60523.
- Oak Brook Park District Racquet Club, 1300 Forest Gate Road, Oak Brook, IL 60523
- Central Park West, 1500 Forest Gate Road, Oak Brook, IL 60523

The Contractor shall be responsible for everything required to perform the waste and recyclable collection services at the District's facilities according to the frequency and dumpster amounts established below in Sections VII.A-D. The Contractor shall provide and furnish all of the labor, materials, containers, necessary tools, expendable equipment and supplies, vehicles, transportation services, and landfill facility space required to perform and complete the collection and disposal of refuse and make all of the necessary arrangements for the delivery of recyclables to the Intermediate Processing Facility (IPF).

### **A. Containers/Dumpsters**

The Contractor shall, for the duration of the Contract and in accordance with the schedule contained herein, furnish all trash and recycling collection containers as required. All containers shall be maintained in a clean and painted condition. Written notification will be given to the Contractor for any containers requiring cleaning, painting, or repair. If, within two (2) weeks following notification to clean, paint or repair, no action has been taken, payment for that container will be waived until repairs have been made.

### **B. Waste Disposal Services**

- The Contractor shall provide and service containers/dumpsters appropriate in size for waste disposal at the District's facilities as identified in Section VII.D below.
- The waste to be collected may contain limited amounts of food waste, including food residues and materials necessarily used for packaging, storing, preparing, and consuming same, combustible and non-combustible waste materials resulting from the usual routine facility housekeeping and recreational facility use, such as discarded/broken facility furniture and

equipment. Also included, on a limited basis will be construction and demolition debris from interior and exterior facility remodeling and repair projects.

### C. Recycling Services

Single Stream recycling services are preferable. Each Proposer shall note whether it has the capacity to handle and could contract for single stream recycling.

- The Contractor shall provide and service containers allocated for the District’s recyclables at the District’s facilities as identified above in this Section VII for the following types of recyclables. Each Proposer shall indicate on the RFP proposal form which grades of each material are accepted:
  1. Cardboard
  2. Metals – such as aluminum pop cans
  3. Glass – such as beverage bottles
  4. Office Paper
  5. Plastic – all grades preferred
- The Contractor must be able to provide written verification that the collected recyclables have actually been recycled per the details of this RFP and the Contract.

### D. Required service frequency and dumpster sizes by location:

Facility	Waste Disposal Dumpsters		Dumpsters Recyclables		Frequency of Service
	Quantity	Size	Quantity	Size	
Family Recreation Center 1450 Forest Gate Rd	2	2 yd	1	2 yd	Twice per week: Monday and Friday
Tennis Center 1300 Forest Gate Road	1	2 yd	1	2 yd	Twice per week Monday and Friday
Central Park West 1500 Forest Gate Road	2	6 yd	1	6 yd	Once per week Friday

E. Alternate RFP Submittal for Additional Services: The following additional services are not part of the Contract, but such additional services may be selected on an as needed basis by the District.

- Florescent tube recycling – Proposer to supply details and cost of its service.
- Recycling solutions for end-of-life electronics – Proposer to supply details and cost of its service.

### F. Tax exemption

The District is not subject to Federal Excise Tax or Illinois Retailer’s Occupational Tax. Exemption Certificates will be furnished upon request.

### G. Compliance with Applicable Laws, Ordinances, and Regulations

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations governing the collection, disposal, and processing or refuse and recyclables during the term of the Contract.

## **VIII. Invoices and Payments**

Contractor shall invoice on a monthly basis for services provided during the month. Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*, unless as otherwise modified by the Contract Documents.

## **IX. Environmental Requirements**

The Contractor shall conduct all aspects of its operation in compliance with all local, State, and Federal Environmental Protection Agency Rules, regulations, laws and any other legal requirements for the protection of the environment.

## **X. Insurance and Indemnification Requirements**

### **Insurance**

Contractor shall procure and maintain, during the Term and any renewal Term of the Contract, insurance of the types and in the amounts listed below.

#### **A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District, its elected and appointed officials, employees, agents and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be excess of Contractor's insurance and shall not contribute with it.

#### **B. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.



Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**C. Workers Compensation Insurance**

Contractor shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, Contractor waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contract.

**D. Pollution Liability Insurance**

Contractor's Pollution Liability insurance shall be provided on a Contractors' Pollution Liability policy form or other policy form acceptable to the District providing coverage for liability caused by pollution conditions arising out of the operations of the Contractor. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy limit shall be no less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) general aggregate. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the District's facilities to the final disposal locations, including non-owned disposal sites. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors the policy must include work performed "by or on behalf" of the insured. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the District or any employee of the District.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Contract with the District and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The Park District, its elected and appointed officials, employees, agents and volunteers shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the Contractor, or 4) contain any other exclusion contrary to the Contract.

## **E. General Insurance Provisions**

### **1. Evidence of Insurance**

Contractor shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Contractor from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Contract at District's option.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

### **2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

### **3. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

### **4. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

## **Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

## **XI. Term of Contract**

The initial Term of the Contract awarded hereunder shall be for two (2) years, commencing on January 1, 2018 and ending on December 31, 2019, and shall remain in full force and effect through midnight at the end of such Term. At the expiration of the initial two (2) year Term, the Contract may be renewed, based on the same terms and

conditions, by mutual agreement of the District and Contractor for one (1) additional year, commencing on January 1, 2020 and ending December 31, 2020; provided that any such renewal period shall be subject to a prior appropriation by the District's Board of Park Commissioners therefor.

In the event the District or the successful Contractor elects not to extend the contract, either party may terminate the Contract by written notice to the other party at least one hundred twenty (120) days prior to the expiration date of the Contract. In that case, the Contract will terminate at midnight at the end of its current term

**CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT**

**Note: The following certifications form an integral part of the Contract between the Park District and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Park District.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Park District, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor 's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi)

protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. (i) Contractor 's proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Park District has any direct or indirect financial interest in Contractor's proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Park District and the Park District's employees and agents), to procure improperly special or unusual treatment with respect to this Contract or for the purpose of otherwise improperly influencing the relationship between the Park District and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Park District because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Park District, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- K. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 et. seq.) and, upon request of the Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

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

Its: \_\_\_\_\_

STATE OF ILLINOIS        )  
                                       ) ss  
 COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that \_\_\_\_\_ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 (Notary Public)

(SEAL)

## WASTE AND RECYCLABLE COLLECTION SERVICES COST PROPOSAL FORM

The undersigned proposes to supply the required dumpsters and provide the collection services for the waste and recyclable collection at the District's facilities in accordance with the Frequency of Service Schedule and all other requirements of this RFP for the following amounts:

Facility	Waste Disposal Dumpsters		Dumpsters Recyclables		Frequency of Service	Monthly Cost
	Quantity	Size	Quantity	Size		
Family Recreation Center 1450 Forest Gate Rd	2	2 yd	1	2 yd	Twice per week: Monday and Friday	\$ _____
Tennis Center 1300 Forest Gate Road	1	2 yd	1	2 yd	Twice per week Monday and Friday	\$ _____
Central Park West 1500 Forest Gate Road	2	6 yd	1	6 yd	Once per week Friday	\$ _____

**Alternate RFP Submittal for Additional Services:**

The undersigned agrees to provide the following additional services in the amounts provided below if requested by the District and on an as needed basis.

- Florescent tube recycling – Contractor to supply details and cost of its service. \$ \_\_\_\_\_
  - Recycling solutions for end-of-life electronics – \$ \_\_\_\_\_
- Proposer to supply details and cost of its service.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City / State / Zip \_\_\_\_\_

Phone \_\_\_\_\_ email \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

We strive to provide the **very best** in **park** and **recreational opportunities, facilities,** and **open lands** for **our community.**

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379  
Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

[www.obparks.org](http://www.obparks.org)





### Contractor Reference List:

Please list the name, address, and phone number for your 3 largest clients within the last 3 years.

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Name of Park District, School District, Municipality, or Business

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Contact Person

---

Phone Number E-Mail

Description of Work performed:

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Name of Park District, School District, Municipality, or Business

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Contact Person

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Phone Number E-Mail

Description of Work performed:

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Name of Park District, School District, Municipality, or Business

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Contact Person

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Phone Number E-Mail

Description of Work performed:

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We strive to provide the **very best** in **park** and **recreational opportunities, facilities**, and **open lands** for **our community**.

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379  
Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

[www.obparks.org](http://www.obparks.org)



## Contract

The successful Proposer to whom the Contract is awarded by the Park District shall sign and deliver to the Park District, for execution by the Park District, all required copies of the Contract, substantially in the same form as included in this RFP on the following pages, within ten (10) days after award of the Contract.

We strive to provide the **very best** in **park** and **recreational opportunities, facilities,** and **open lands** for **our community.**

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**AGREEMENT FOR WASTE AND RECYCLING COLLECTION SERVICES**

**THIS AGREEMENT FOR WASTE AND RECYCLING COLLECTION SERVICES** (“the Agreement”), made this as of the date entered at the signature block below, by and between the **OAK BROOK PARK DISTRICT**, 1450 Forest Gate Road, Oak Brook, Illinois 60523 (the "District") and \_\_\_\_\_ (the "Contractor"), collectively referred to as the “Parties” or individually as “Party.”

- A. The District desires to obtain waste and recycling collection services for the District’s facilities.
- B. Contractor has represented to the District that Contractor is an experienced and licensed provider of waste and recycling collection services, capable of providing quality waste and recycling collection services, and Contractor desires to provide said services.
- C. The District deems it in the best interest of the District to enter into an agreement with the Contactor to provide the waste and recycling collection services.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which each Party hereby acknowledges, the Parties respectively agree and represent as follows:

**1. Contract Documents**

The Contract Documents shall consist of this Agreement, the RFP Documents dated September 25, 2017, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor’s Proposal dated \_\_\_\_\_, attached to and incorporated as part of this Agreement as **Exhibit B**, Contractor’s Compliance and Certification Attachment, attached to and incorporated as part of this Agreement as **Exhibit C**, and any addenda issued prior to the execution of this Contract and Modifications issued after the execution of this Contract. Modifications to this Contract may only be made in writing and endorsed by the Parties.

The Contract Documents represent the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the other Party that is not contained in the Contract Documents shall be valid or binding. In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Agreement; c) Specifications; and d) Contractor’s Proposal.

**2. Labor and Materials**

Contractor shall provide all labor, materials, equipment and supplies, and transportation services for the waste and recycling collection services in accordance with the Contract Documents (the “Services”) for the Term specified in Section 3 of this Agreement.

### 3. Term

The Contractor shall provide the Services commencing January 1, 2018 and, unless terminated earlier as provided in the Agreement, ending December 31, 2019 (the “Term”).

Upon mutual agreement between the Parties, this Agreement may be renewed for an additional one (1) year, commencing on January 1, 2020 and ending on December 31, 2020 (“Renewal Term”). In the event either Party elects not to renew this Agreement for the Renewal Term, either Party may terminate the Agreement by sending written notice to the other Party at least one hundred twenty (120) days prior to the expiration date of the Term.

### 4. Contract Sum and Payment

The District agrees to pay Contractor for the proper and timely performance of the Services in strict accordance with the Agreement the following prices:

Facility	Waste Disposal Dumpsters		Dumpsters Recyclables		Frequency of Service	Monthly Cost
	Quantity	Size	Quantity	Size		
Family Recreation Center 1450 Forest Gate Rd	2	2 yd	1	2 yd	Twice per week: Monday and Friday	\$ _____
Tennis Center 1300 Forest Gate Road	1	2 yd	1	2 yd	Twice per week Monday and Friday	\$ _____
Central Park West 1500 Forest Gate Road	2	6 yd	1	6 yd	Once per week Friday	\$ _____

(collectively, hereinafter referred to as the “Contract Sum”).

The District shall pay the Contractor the Contract Sum for the Term, and any other costs due to Contractor pursuant to Sections 6 and 8 of this Agreement, in accordance with the Local Government Prompt Payment Act (5 ILCS 505/1, *et seq.*).

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment.

### 5. Performance of the Services

Contractor agrees to perform all Services in a good and workmanlike manner. In performance of the Services, Contractor shall not interfere in any way with and shall cooperate fully with District employees and any other contractors procured by the District.

## **6. Delivery and Schedule**

As part of the Services:

- a. Contractor shall deliver all waste and recycling dumpsters in clean condition to each District facility listed in Section 4 of this Agreement.
- b. Contractor shall service all dumpsters according to the schedule and frequency in accordance with Section 4 of this Agreement. Additional pickups may be required in the event of increased use of the dumpsters. The District shall contact the Contractor regarding the need for any such additional pickup and Contractor shall provide any said additional pickup at an additional mutually agreeable charge to the District.
- c. Contractor shall provide and furnish all of the landfill facility space required to perform and complete the Services and make all of the necessary arrangements for the delivery of recyclables to the Intermediate Processing Facility (IPF).

## **7. Warranty and Repair**

The Contractor warrants to the District that the dumpsters furnished as part of the Services will be of the best quality, that the Services will be free from defects and deficiencies, and that the Services will conform to the requirements of the Contract Documents. Services not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be replaced by Contractor at no cost to the District.

The Contractor shall pay for the cost of minor damages to any dumpster. In the event a dumpster(s) incurs major damage or vandalism sufficient to require a dumpster to be replaced, Contractor shall immediately replace such dumpster(s) as its sole cost and expense.

## **8. Correction of Deficiencies**

If the Contractor defaults or neglects to provide any Services in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the District to commence and continue correction of such default or neglect, with diligence and promptness, the District may, without prejudice to other remedies the District may have, correct such deficiencies. In such case, the District shall deduct from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation to the District for any and all expenses related thereto. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District.

The rights and remedies of the District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the District granted in the other Contract Documents or at law or in equity.

**9. Cleaning Up**

Contractor shall keep District property free from accumulation of waste materials or rubbish caused by the performance of the Services. At completion of delivering a dumpster or during the collection of the waste and recyclables from District facilities, the Contractor shall remove from and about the District facilities any waste materials, rubbish and recyclables, that may have spilled from the dumpster during pickup. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

**10. Title**

Title to all waste and recycle materials removed by Contractor as part of the Services shall transfer to Contractor upon Contractor's receipt or collection of said materials unless otherwise provided by applicable law.

**11. Safety of Persons and Property**

- A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to
  - 1. employees engaged in the Services and other persons who may be affected thereby;
  - 2. the materials and equipment to be incorporated in the Services, whether under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
  - 3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
  
- B. The Contractor shall promptly remedy damage and loss, at Contractor's sole cost and expense, to District property, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities, caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible in the performance of the Services, except to the extent such damage or loss is attributable to acts or omissions of the District or anyone directly or indirectly employed by the District, or by anyone for whose acts the District may be liable, and not attributable to the fault or negligence of the Contractor.

**12. Termination**

The District may terminate this Agreement as follows:

- a. The District may, at any time, terminate the Contract in whole or in part for the convenience of the Park District and without cause. Termination by the District

- under this Section 12.a shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination the Contractor shall immediately, in accordance with instructions from the District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Services; (4) terminate all subcontracts and orders to the extent they relate to the Services; (5) proceed to complete the performance of the Services not terminated; and, (6) take actions that may be necessary or that the District may direct, for the protection and preservation of the District property. In the event of termination for convenience by the District, the Contractor shall recover payment for approved Services executed before the effective date of the termination. Contractor shall not be entitled to damages resulting from termination for convenience under this Paragraph.
- b. If Contractor fails to provide the labor and materials as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Agreement and does not remedy such failure, breach or default within three (3) business days after demand from the District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the District may terminate this Contract and enter into an agreement with another contractor or contractors to provide the Services. In such event: (1) the District shall not pay Contractor for any portion of the Services not completed in accordance with the Contract Documents; (2) the District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 8 of this Agreement; and (3) Contractor shall be liable to the District for the increased cost to the Park District of obtaining services from the substitute contractor(s).
- c. If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a receiver is appointed on account of Contractor's insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the District, the District may, without prejudice to any other right or remedy, (1) immediately terminate the retention of Contractor and/or (2) finish or cause to be finished the Contractor's Services required under this Agreement by whatever method and by whichever persons the District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Services are completed. If the unpaid balance of the Contract Sum exceeds (i) the expenses of completing the Services, including compensation for additional managerial and administrative services, plus (ii) the District's losses and damages because of Contractor's default, such excess shall be paid to Contractor. If such expense plus the District's losses and damages shall exceed such unpaid balance, Contractor shall pay the difference to the District promptly on demand and the District may resort to any other rights or remedies the District may have by law or under this Agreement.

**13. Insurance**

In furtherance and not in limitation of its foregoing indemnification obligation, Contractor shall obtain and maintain at all times during the Term, and any Renewal Term, insurance coverage written for not less than the limits of liability, and under all the other terms and conditions set forth in **Exhibit D** attached to and incorporated by reference in this Agreement, and shall name the District as an additional insured with respect to all such coverages.

**14. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's Services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused by the District. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the District's officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of breach of any of their obligations under, or default of, any provision of the Agreement.

**15. No Liability of the District**

The District is not responsible or liable for any injury, damages loss or costs sustained or incurred by any person, including without limitation, Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to the Services. The District is not liable for acts or omissions of the Contractor or any of the Contractor's employees, contractors, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

**16. Compliance with Laws and Permits**

Contractor shall comply with and cause its employees to comply fully with all applicable local, state and federal codes, laws, ordinances, rules and regulations pertaining to providing the Services.

Contractor shall be licensed and bonded to perform the Services hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Contractor has represented that Contractor is licensed by the Village of Oak



Brook to perform the Services. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

**17. Governing Law; Venue**

This Agreement and the other Contract Documents shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be proper in the Circuit Court of DuPage County.

**18. No Third Party Beneficiary**

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the District and/or Contractor, and/or any of their respective officials, officers and/or employees.

**19. No Waiver**

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

**20. Independent Contractor**

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting the Services; that it, as well as any persons or agents as it may employ, are not employees of the District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

**21. Non-Assignment/No Subcontracting**

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the District.

Contractor shall perform all Services and shall not subcontract the Services or any portion thereof without prior written approval the District.

**22. Notices**

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by e-mail or facsimile transmission, provided such transmission together with e-mail or fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District:           Oak Brook Park District  
  1450 Forest Gate Road  
  Oak Brook, IL 60523  
  F: 630-  
  Email: [bjohnson@obparks.org](mailto:bjohnson@obparks.org)  
  Attention: Director of Parks and Planning

If to Contractor:

**23. No Amendment**

No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

**24. Headings**

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

**25. Severability**

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and written below.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, at Oak Brook, Illinois.

**OAK BROOK PARK DISTRICT**

**CONTRACTOR**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A RFP Documents**

**Exhibit B Contractor's Proposal**

**Exhibit C Contractor's Compliance and Certification Attachment**

**Exhibit D Insurance and Contractor's Certificate of Insurance**

## Exhibit D

### Insurance

Contractor shall obtain and maintain at its cost for the Term of this Agreement, insurance of the types and in the amounts listed below.

#### **A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurances shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, products, materials or services supplied by Contractor, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District, its agents, officers, commissioners, employees and volunteers, and their successor and assigns shall be included as additional insureds under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage

#### **B. Business Auto and Umbrella Liability Insurance**

If applicable, Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provided contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

#### **C. Workers Compensation Insurance (if applicable)**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute endorsement acceptable to District under the Commercial General and Umbrella

Liability Insurance required in this Agreement, the Contractor waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Services.

#### **D. Pollution Liability Insurance**

Contractor's Pollution Liability insurance shall be provided on a Contractors' Pollution Liability policy form or other policy form acceptable to the District providing coverage for liability caused by pollution conditions arising out of the operations of the Contractor. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy limit shall be no less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) general aggregate. All activities contemplated in the Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the District facilities to the final disposal locations, including non-owned disposal sites. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors the policy must include work performed "by or on behalf" of the insured. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the District or any employee of the District.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Contract with the District and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The Park District, its elected and appointed officials, employees, agents and volunteers shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to the Contract.

#### **E. General Insurance Provisions**

##### **1. Evidence of Insurance**

Prior to commencing the Services, Contractor shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Contractor from commencing the Services until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Agreement at District's option.

Contractor shall provide certified copies of all insurance policies required above within ten days of District's written request for said copies.

**2. Acceptability of Insurers**

For insurance companies which obtain a rating from A. M. Best, the rating should be no less than A VII using the most recent edition of the A. M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

**3. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to District. At the option of the District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

**5. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.