



**Project Manual**  
**Bid Packet and Specifications**  
**May 4, 2023**

**Waste Hauling and Recycling**  
**Bid Number 2252**  
**Various Locations**  
**Northbrook, IL 60062**

**Bid Submission Deadline:**  
May 25, 2023 at 1:30pm

**Bid Opening:**  
May 25, 2023 at 1:45pm

**Northbrook Park District**  
545 Academy Drive  
Northbrook, IL 60062

## TABLE OF CONTENTS

<b>Advertisement to Bid</b>	3
<b>Invitation to Bid</b>	4
<b>Bidding Information, Contract Requirements &amp; General Conditions</b>	
Instructions to Bidders	5
General Conditions	13
Contractor's Affidavit of Payment of Debts and Claims (AIA G706, 1994)	18
Notice of Award (Sample)	19
Notice to Proceed (Sample)	20
Bid Form	21
Subcontractors and Suppliers List	25
Contractor Compliance and Certifications Attachment	26
Affidavit of Experience	29
Substance Abuse Prevention Program Certification	30
<b>Specifications</b>	
Scope of Work	31
<b>Exhibits</b>	
Example Waste Hauling & Recycling Service Agreement	Exhibit A

## **ADVERTISEMENT TO BID**

The NORTHBROOK PARK DISTRICT does hereby invite sealed bids for **Waste Hauling and Recycling**.

Bids will be received until **May 25, 2023 at 1:30pm** by mail or delivered by hand to **Bid Officer, Northbrook Park District, 545 Academy Drive, Northbrook, Illinois 60062**. Immediately thereafter, the bids will be opened and publicly read aloud on **May 25, 2023 at 1:45pm** in the Northbrook Park District's Conference Room at 545 Academy Drive, Northbrook, Illinois 60062. Each bid must be placed in an opaque, sealed envelope and must be clearly marked **Northbrook Park District, Waste Hauling and Recycling, Bid Number 2252**.

The Northbrook Park District ("Owner" or "Park District") reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Work, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District's tax exemption number shall only be used by the successful Bidder for the Work of this Project. After the bid opening, no bid may be withdrawn, and all bids shall remain firm for sixty (60) days.

The Contractor(s) selected will be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

All bids must be accompanied by cashier's check or bid bond payable to the order of the Northbrook Park District for ten percent (10%) of the amount of the base bid (year one) as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

Those desiring to bid may obtain bidding information from **Bill Meyer** by phone at 847-897-6142, email at [wmeyer@nbparks.org](mailto:wmeyer@nbparks.org), or through our website at [nbparks.org](http://nbparks.org). The Northbrook Park District encourages minority business firms to submit bids.

Northbrook Park District  
Wendy Peterson, Purchasing

**Dated: May 4, 2023**

**To appear in Daily Herald on May 4, 2023**

## INVITATION TO BID

**Date: May 4, 2023**

**Re: Bid Number 2252 Waste Hauling and Recycling**

Dear Bidder:

Sealed bids for **Bid Number 2252 Waste Hauling and Recycling** will be received by the Northbrook Park District. Each bid must be placed in an opaque, sealed envelope and clearly marked **Bid Officer, Northbrook Park District, Bid Number 2252 Waste Hauling and Recycling**. The envelope shall be addressed and delivered to the **Bid Officer, Northbrook Park District, 545 Academy Drive, Northbrook, Illinois 60062**. Bids will be received until **May 25, 2023 at 1:30pm**, and immediately thereafter, the bids will be publicly opened and read aloud on **May 25, 2023 at 1:45pm** in the Northbrook Park District's Conference Room at 545 Academy Drive, Northbrook, Illinois 60062. Bids submitted after the closing time will be rejected. No responsibility shall be attached to any person for premature opening of a bid not properly identified.

The Northbrook Park District ("Owner" or "Park District") reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Work, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District's tax exemption number shall be used only by the successful Bidder for the Work of this Project. After the bid opening, no bid may be withdrawn, and all bids shall remain firm for sixty (60) days.

The Contractor(s) selected will be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

All bids must be accompanied by a cashier's check or bid bond, payable to the order of the Northbrook Park District for ten percent (10%) of the amount of the base bid (year one), as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

## INSTRUCTIONS TO BIDDERS

**Date: May 4, 2023**

**Bid Request: Waste Hauling and Recycling**

**Bid Number: 2252**

Sealed bids will be accepted until **May 25, 2023 at 1:30pm** and immediately thereafter publicly opened and read aloud on **May 25, 2023 at 1:45pm** in the Northbrook Park District's Conference Room at 545 Academy Drive, Northbrook, Illinois 60062. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids, regardless of when postmarked. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Northbrook Park District Board of Commissioners at a regularly scheduled meeting.

### **I. Preparation and Submission of Bid Proposal**

- a. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials, including 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 Work, except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District upon request of the Bidder.
- b. Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.
- c. Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.
- d. The Bidder shall submit his prices on the attached Contractor Bid Form. The Bid Form shall be executed properly, and all writing, including all signatures, shall be with blue or black ink. **Failure to use the Bid Form provided could result in rejection of the bid.**
- e. The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

## II. Requirement of Bidders

- a. Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project, and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.
- b. The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.
  - i. On a separate sheet, list all projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, contract amount, percent complete, and scheduled completion date.
  - ii. On a separate sheet, list all projects your organization has completed in the past two years that are comparable in scope, giving the name of the project, project description, project address, owner and telephone number. Also provide the original contract amount, the final contract amount, the substantial and final completion dates provided for in the contract, and the actual dates of substantial and final completion. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase. Where the actual dates of substantial and/or final completion differ from those dates as included in the contract at time of execution by both parties, explain the reason for the delay in the substantial and/or final completion of the Work.
  - iii. On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and – if no longer pending – the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action, and the current status or disposition of the proceeding/action.
  - iv. On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.
  - v. On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim.

- vi. Other required submittals include: Bid Proposal, Contractor's Compliance and Certification Attachment/Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

### **III. Examination of Site, Drawings and Specifications**

- a. Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with existing conditions and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents, including but not limited to the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, including but not limited to the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.
- b. The failure or omission of any Bidder to obtain, receive or examine any form, instrument or information, to visit the Project site(s) and become knowledgeable with respect to conditions existing there, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications, and where the Bid Documents indicate in any part of the Work that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). 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. Acceptance or Rejection of Bids**

- a. The Park District may accept the bid of, and award the Contract for the Work to, the lowest responsive and responsible Bidder, as determined by and in the sole discretion of the Park District.
- b. The Owner reserves the right to: (1) reject all bids; (2) reject only certain bids that are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid 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.
- c. In the event of a rejection of a portion, part or certain items of Work of all bids, the bid of each Bidder 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 Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Northbrook Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities and to disregard any informality on the bids and bidding when, in its opinion, the best interest of the Park District will be served by such actions and in accordance with applicable law.

## V. Surety

- a. All bids must be accompanied by a bid bond or bank cashier's check, payable to the Northbrook Park District for ten percent (10%) of the amount of the base bid (year one) and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.
- b. The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Northbrook Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond and a certificate of insurance naming the Northbrook Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.
- c. Prior to beginning Work, the successful Bidder shall furnish a **Performance Bond in the amount of 110% of the Contract Sum**, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the state of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the *Best Insurance Guide*. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, and guarantee correction of Work. The cost of the bond shall be included in the Contract Sum. The Bidder and all subcontractors shall name the Park District as an obligee on all bonds.
- d. The Performance Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bond and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the Bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

## VI. Withdrawal of Bid

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



## **VII. Award, Acceptance and Contract**

- a. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.
- b. Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.
- c. The acceptance of a bid 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 bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder 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, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.
- d. The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents, together with the Waste Hauling and Recycling Agreement, included in these Bid Documents, Performance Bond and proof of insurance comprise the Contract Documents.

## **VIII. Interpretation of the Contract Documents**

- a. The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the Work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the Specifications or to reject as not being an equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of

bids to the Park District. Address all communications to **Bill Meyer** at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

**IX. Addenda**

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

**X. Substitutions during Bidding**

- a. Unless otherwise indicated, brand names in the Specifications are used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal or superior in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as "or approved equal."
- b. Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.
- c. The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of

acceptance of the proposed substitute by means of an Addendum to the Bid Documents. The Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

- d. Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or of better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

**XI. Bid Proposal Sum**

- a. Bidders shall include the following costs as part of their bid proposal:
  - i. The cost of materials, labor and equipment, either specified or necessary for the implementation of the Work as described in Section II. Subcontracted labor, equipment or materials should be clearly identified.
  - ii. The cost of any material and/or labor which is not specifically described, but which is necessary to complete the Contract, including Project administration costs.
  - iii. The cost of a full-time qualified project manager for the duration of the Contract.
  - iv. The cost of transportation, insurances, bonds, warranties, permits and all other facilities, and the performance of all labor and services necessary for the proper completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

**XII. Partial Bids**

- a. Bids for only part of the Work may be considered. Such bids must cover all Work described in that section of the Specifications, including completion date.

**XIII. Contract**

- a. The accepted Bidder is required to enter into a written contract with the Northbrook Park District, substantially in the same form included in these Bid Documents. For purposes of this Project Manual, the Contract is also referred to as the "Agreement."

**XIV. Tax Exemption**

- a. The Northbrook Park District is not subject to federal excise or Illinois retailer's occupation tax. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District's tax exemption number shall be used only by the successful Bidder for the Work of this Project.

**XV. Postponement of Date for Opening Bids**

- a. The Northbrook Park District reserves the right to postpone the date of presentation and opening of bids and will give written notice of any such postponement to each interested party.

**XVI. Term of Contract**

- a. The term of the Waste Hauling and Recycling Agreement will commence on August 1, 2023 and shall continue through July 31, 2024, unless terminated earlier as provided herein (the "Term").
- b. The Park District reserves the right to renew the Agreement in its sole discretion for two additional one-year terms as follows: a) First Renewal Term commencing August 1, 2024 and ending July 31, 2025; and b) Second Renewal Term commencing August 1, 2025 and ending July 31, 2026 (collectively or individually referred to as "Renewal Term"). In the event that the Park District elects to renew the Agreement for any Renewal Term, the Park District will provide Contractor thirty (30) days written notice prior to the commencement of each Renewal Term of its intent to renew the Agreement.

**END OF SECTION**

## GENERAL CONDITIONS

### **I. Payment**

- a. Terms for payment are governed by the *Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.*, and in accordance with the Contract Documents.
- b. Request for Payment should be made in accordance with the Contract Documents and should include the following information:
  - i. Name, address and phone number of the Bidder
  - ii. Invoice number
  - iii. Itemized statement of services
  - iv. Any payment discount terms offered
  - v. Complete W-9
  - vi. Waivers
  - vii. Any other documents as required by the Contract Documents

### **II. Guarantee and Warranty**

- a. The successful Bidder warrants to the Northbrook Park District to provide the Work in and good and workmanlike manner and in accordance with the Specifications and that any materials, supplies and equipment furnished will be of good quality and new unless otherwise required or permitted by the Specifications; that any materials, supplies and equipment provided will be free from defects not inherent in the quality required or permitted; and that the services, materials, supplies and equipment will conform to the Specifications. Services, materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized, are defective and will be rejected by the Northbrook Park District.
- b. The Contractor must present the Northbrook Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Contractor agrees to assign any warranties and guarantees to the Northbrook Park District. The Contractor guarantees against any faulty materials or workmanship for a period of one (1) year after final payment. Any such defects must be corrected, either through repair or replacement, at the Contractor's expense.

### III. Materials

- a. All materials supplied by the Contractor shall be new materials of the like and kind specified. Defective materials and equipment, including those damaged during installation or testing, will not be accepted and must be replaced or repaired in a manner satisfactory to the Northbrook Park District.

### IV. Schedule

- a. The Contractor shall complete the Work of this Project in accordance with the schedule set for the in the Bid Form or as otherwise determined by the Park District. Failure of the Contractor to complete this Project in accordance with the schedules specified by the Park District shall constitute a breach of the Contract.

### V. Insurance

- a. Contractor shall procure and maintain for the duration of the Contract, insurance against claims for death, injuries to persons, or damages to property that may arise from or in connection with the performance of Work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

- i. Commercial General and Umbrella Liability Insurance

1. The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 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 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage under the commercial umbrella, if any. This insurance shall apply as primary.

- ii. Business Auto and Umbrella Liability Insurance

1. The Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 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 or a substitute form providing equivalent liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

iii. Workers Compensation Insurance

1. The Contractor shall maintain workers compensation as required by statute and employers 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 Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

iv. General Insurance Provisions

1. *Evidence of Insurance*

- a. Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, 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 Owner prior to the cancellation or material change of insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within ten (10) days of Owner's written request for said copies.

2. *Acceptability of Insurers*

- a. For insurance companies that 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 Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. *Cross-Liability Coverage*

- a. 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*

- a. Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, 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*

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

**VI. Indemnification**

- a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Northbrook Park 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 paralegal's fees and court costs), arising out of or resulting from the performance of the Contractor's work, 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, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent 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 it is 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. The Contractor shall similarly protect, indemnify and hold and save harmless the Northbrook Park 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 the Contractor's default of, any provision of the Contract.

**VII. Permits**

- a. Upon signing this Contract, the Contractor is responsible for obtaining all necessary permits to complete the Work, if applicable.



**VIII. Service Meetings**

- a. Contractor shall attend weekly on-site service meetings scheduled by the Park District to review service and address Project concerns.

**END OF SECTION**

**CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

The American Institute of Architects *AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims, 1994 Edition*, is hereby made a part of the Contract Documents.

Copies of this Document are available from:

Chicago Chapter Office of the American Institute of Architects  
222 Merchandise Mart Plaza  
Chicago, Illinois 60604  
(312) 670-7770

**END OF SECTION**

**NOTICE OF AWARD (SAMPLE)**

**Subject: NORTHBROOK PARK DISTRICT**

Dear Mr. / Ms. \_\_\_\_\_:

The Northbrook Park District (Owner) has considered the Bid submitted by \_\_\_\_\_ for the subject Project dated \_\_\_\_\_.  
You are hereby notified that your Bid has been accepted for the Base Bid in the amount of \$\_\_\_\_\_.

You are required to execute the Agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days from the date of this Notice of Award. If you fail to execute said Agreement and to furnish said bonds and insurance within ten (10) days, the Owner will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Sincerely,

Chris Leiner  
Director of Parks & Properties

\*\*\*\*\*

**ACCEPTANCE OF NOTICE**

Receipt of this "NOTICE OF AWARD" is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**NOTICE TO PROCEED (SAMPLE)**

**SUBJECT:**     NORTHBROOK PARK DISTRICT  
                  *(PROJECT NAME)*

Dear Mr. / Ms. \_\_\_\_\_,

\_\_\_\_\_ is hereby notified to commence work on the above Project as shown in the Contract and to complete the Project as specified by \_\_\_\_\_, unless otherwise authorized.

Please return an acknowledged copy of this "NOTICE TO PROCEED" to the Northbrook Park District, 545 Academy Drive, Northbrook, IL 60062.

Sincerely,

Chris Leiner  
Director of Parks & Properties

\*\*\*\*\*

**ACCEPTANCE OF NOTICE**

Receipt of this "NOTICE TO PROCEED" is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**BID FORM**  
**Waste Hauling & Recycling Bid 2252**

Proposal of \_\_\_\_\_,

Hereinafter called "Bidder", (a)/(an)\_\_\_\_\_ (corporation, partnership, individual)

doing business as \_\_\_\_\_

to the Northbrook Park District, hereinafter called "Owner."

Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

Addenda Numbers: \_\_\_\_\_.

By submission of his bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- I. That he has visited and examined the site and is fully familiar with and has satisfied himself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner and within the cost and timeframe indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.
- II. To hold the bid open for sixty (60) days subsequent to the date of the bid opening.
- III. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - a. Furnish all bonds and insurance required by the Contract Documents;
  - b. Accomplish the Work in accordance with the Contract Documents; and
  - c. Complete the Work within the time requirements as set forth in the Contract Documents.
- IV. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof; and that the Bidder has inspected in detail the site of the proposed Work and been familiarized with all of the requirements of the Project and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and regulations) and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.

- V. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
- VI. To commence Work as specified in the Instructions to Bidders and to prosecute the Work in such a manner and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.
- VII. To give the total base bid amount, the total add alternate and/or subtract alternate amounts (if requested) both in words and in figures. The total bid amount in each case shall be the sum of all of the total item amounts as applicable and as described above.

Bidder agrees to perform all of the Work described in the Contract Documents for the following price:

<b>BASE BIDS</b>	<b>TOTAL</b>
<b>Total Base Bid 2023/24 – Year 1</b>	<b>\$</b>
<b>Total Base Bid 2024/25– Year 2</b>	<b>\$</b>
<b>Total Base Bid 2025/26 – Year 3</b>	<b>\$</b>
<b>TOTAL BASE BID OF ALL THREE YEARS COMBINED</b>	<b>\$</b>

**BID FORM SPREADSHEET**

Garbage Collection	Qty	Size	Times/Week	Period	Year 1 8/1/23- 7/31/24	Year 2 8/1/24- 7/31/25	Year 3 8/1/25- 7/31/26
Administration	1	4	3	Year Round	\$	\$	\$
Activity Center	2	2	3	Year Round	\$	\$	\$
Leisure Center	2	1.5	3	Year Round	\$	\$	\$
Meadowhill	1	1.5	5	5/15-9/30**	\$	\$	\$
Sports Center	2	2	3	Year Round	\$	\$	\$
Village Green	1	1.5	1	Year Round	\$	\$	\$
Heritage Oaks GC							
Clubhouse	1	6	3	Year Round	\$	\$	\$
Maintenance	2	1.5	3	Year Round	\$	\$	\$
Base	Garbage Collection Total				\$	\$	\$

**\*\*Year 1 term at Meadowhill Park is 8/1/2023 through 9/30/2023.**

Recycling Collection	Qty	Size	Times/Week	Period	Year 1 8/1/23- 7/31/24	Year 2 8/1/24- 7/31/25	Year 3 8/1/25- 7/31/26
Administration (inside garage)	2	1.5	Weekly	Year Round	\$	\$	\$
Activity Center	1	1.5	Weekly	Year Round	\$	\$	\$
Leisure Center	1	1.5	Weekly	Year Round	\$	\$	\$
Sports Center	2	1.5	Weekly	Year Round	\$	\$	\$
Village Green	1	1.5	Weekly	Year Round	\$	\$	\$
Heritage Oaks GC							
Clubhouse	1	6	Weekly	Year Round	\$	\$	\$
Maintenance	2	1.5	Weekly	Year Round	\$	\$	\$
Base	Recycling Collection Total				\$	\$	\$

6 yard	Times/Week	Fee per added ton	Year 1 (9 weeks) 5/1/23- 9/30/23	Year 2 (21 weeks) 5/1/24- 9/30/24	Year 3 (21 weeks) 5/1/25- 9/30/25
Recycling – tonnage limit NONE	Year 1 is based on 9 weeks starting on 8/1/2023 and 21 weeks in Year 2 and 3.		\$	\$	\$
Wood Oaks	1		\$	\$	\$
1605 Illinois	1		\$	\$	\$
Pickup during October 1 to April 30 will be a Call for pickup. Fee based on costs entered in chart on page 24 for additional pickup.					

Roll-Offs 20 yard Call for pickup	No additional fee	Year 1 8/1/23- 7/31/24	Year 2 8/1/24- 7/31/25	Year 3 8/1/25- 7/31/26
Landscape Waste – tonnage limit NONE	Base fee on average pickup of one time per month	\$	\$	\$
1605 Illinois	1 – 20 yard dumpster - call for pick up	\$	\$	\$
Wood Oaks	Only as needed	\$	\$	\$
Base				

Roll-Offs 20 yard Call for pickup	No additional fee	Year 1 8/1/23- 7/31/24	Year 2 8/1/24- 7/31/25	Year 3 8/1/25- 7/31/26
Garbage – tonnage limit NONE	Base fee on average pickup of one time per month	\$	\$	\$
Wood Oaks		\$	\$	\$
1605 Illinois		\$	\$	\$
Heritage Oaks Golf Maintenance		\$	\$	\$

<b>Do not include unit costs from this chart in total base bid</b>			
<b>Additional pick up at any location</b>	<b>Year 1 8/1/23- 7/31/24</b>	<b>Year 2 8/1/24- 7/31/25</b>	<b>Year 3 8/1/25- 7/31/26</b>
<b>Garbage collection 1.5 yard – Total fee per additional pick up</b>	\$	\$	\$
<b>Garbage collection 2 yard - Total fee per additional pick up</b>	\$	\$	\$
<b>Garbage collection 4 yard - Total fee per additional pick up</b>	\$	\$	\$
<b>Garbage collection 6 yard - Total fee per additional pick up</b>	\$	\$	\$
<b>Recycling collection 1.5 yard - Total fee per additional pick up</b>	\$	\$	\$
<b>Recycling collection 6 yard - Total fee per additional pick up</b>	\$	\$	\$
<b>Garbage collection 30 yard dumpster – drop off / pickup as needed (Estimated 1-2 times per year)</b>	\$	\$	\$
<b>Concrete collection 20 yard dumpster – drop off / pickup as needed (Estimated 1-2 times per year)</b>	\$	\$	\$



**SUBCONTRACTORS AND SUPPLIERS LIST**

The subcontractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number and address of all subcontractors must be included.

Subcontractors/Assignment

---

---

---

Suppliers/Materials

---

---

---

## CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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

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

- I. 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.
- II. 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.
- III. 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 that is a matter of record.
- IV. 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 Owner immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- V. 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.

- VI.** (i) Contractor's bid 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 bid or 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 Owner has any direct or indirect financial interest in Contractor's bid 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 Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors and employees (as the case may be) to comply with the restrictions contained in the preceding sentence.
- VII.** Contractor knows and understands the *Equal Employment Opportunity Clause* administered 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 Annotated and Executive Orders #11246 and #11375* as amended, which are incorporated herein by this reference.
- VIII.** 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.
- IX.** Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered 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 Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- X.** 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*.
- XI.** Contractor knows, understands and acknowledges its obligations under the *Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- XII.** 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 Northbrook 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.

Sign and Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\*\*\*\*\*

STATE OF \_\_\_\_\_ 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 in person and, being first duly sworn on oath, acknowledged that he is authorized to act on behalf of Bidder and that he executed the foregoing certificate as his free act and deed and as the act and deed of Bidder.

Dated: \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public: \_\_\_\_\_

**AFFIDAVIT OF EXPERIENCE**

\_\_\_\_\_, being duly sworn, says that he is

\_\_\_\_\_ of \_\_\_\_\_,  
 (Sole Owner, Member of Firm, Corporate Official) (Individual, Firm, Corporate Name)

which has done work for the following parties of or the general kind and approximate magnitude required under this Contract: (list project name, contact, phone number and date of completion). I/we hereby authorize the Northbrook Park District to contact the individuals listed below. Please list at least five (5) projects of similar cost and scope.

<b>Project Name/Owner &amp; Project Scope</b>	<b>Contact Name &amp; Title</b>	<b>Phone &amp; Email (both REQUIRED)</b>	<b>Completion Date &amp; Project Value</b>
1.			
2.			
3.			
4.			
5.			

\_\_\_\_\_  
 Signature

\*\*\*\*\*  
 STATE OF ILLINOIS  
 SS. COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

\_\_\_\_\_ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he is authorized to act on behalf of Bidder and that he executed the foregoing Affidavit as his free act and deed and as the act and deed of Bidder.

Dated: \_\_\_\_\_ 20\_\_\_\_\_  
 My Commission Expires:

Notary Public: \_\_\_\_\_

\_\_\_\_\_  
 (Notary Seal)

**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION**

The *Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq. ("Act")*, prohibits any employee of the Contractor or any Subcontractor on a public works project from using, possessing or being under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Northbrook Park District that **[Contractor/Subcontractor must complete either Part I or Part II below]:**

- I. The Contractor/Subcontractor **[circle one]** has in place – for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act – a written substance abuse prevention program, a true and correct copy of which is attached to this certification, that meets or exceeds the requirements of the *Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq.* **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_ Dated: \_\_\_\_\_  
Signature of Authorized Representative

- II. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the *Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.*

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_ Dated: \_\_\_\_\_  
Signature of Authorized Representative

## SCOPE OF WORK

1. The term of the Waste Hauling and Recycling Agreement will commence on August 1, 2023 and shall continue through July 31, 2024, unless terminated earlier as provided herein (the "Term"). The Park District reserves the right to renew the Agreement in its sole discretion for two additional one-year terms as follows: a) First Renewal Term commencing August 1, 2024 and ending July 31, 2025; and b) Second Renewal Term commencing August 1, 2025 and ending July 31, 2026; (collectively or individually referred to as "Renewal Term"). In the event that the Park District elects to renew the Agreement for any Renewal Term, the Park District will provide Contractor thirty (30) days written notice prior to the commencement of each Renewal Term of its intent to renew the Agreement.
2. **The prices provided on the Bid Form are considered inclusive of all fees and include the delivery of ALL materials; equipment, supplies, tools, transportation, insurances, bonds, warranties, all other expenses (including fuel surcharges, Environmental and Administration fees), and the performance of all labor and services necessary for the proper completion of the work except as may be otherwise expressly provided in the Contract Documents. The prices provided on the Bid Form are the costs that shall appear on the monthly invoice.**
3. Recycling program must allow for commingling of recyclable goods within a single container. The recycling containers at the Joe Doud Administration Building are located inside the garage with a door height of 13' 2" which prohibits the entry of trucks.
4. Recycling program will at a minimum accept the following: Glass Containers (bottles, jars and all colors); Metal / Aluminum Containers (Aluminum, tin, steel and bi-metal food and beverage cans, foils and trays and Aerosol cans.) Paper Items (White & Colored Papers, Newsprint, Computer Printout Paper, Copy & Fax Paper, Envelopes with & without Windows, Magazines, newspapers, junk mail, Telephone books, Cereal and frozen food boxes, Manila File Folders, Post-it Notes, Juice box, milk and juice cartons, Corrugated Cardboard); Plastic Containers (Include symbols PETE, HDPE, 1, 2, 3, 4, 5, & 7).
5. Facility Locations: (All Northbrook, IL 60062 locations)
  1. Joe Doud Administration Building: 545 Academy Drive
  2. Leisure Center: 3323 Walters Ave
  3. Meadowhill Aquatic Center: 1501 Maple Ave
  4. Sports Center: 1730 Pfingsten Rd
  5. Heritage Oaks Golf Club Clubhouse: 3535 Dundee Rd
  6. Heritage Oaks Golf Club Maintenance Building: 3401 Dundee Rd
  7. Wood Oaks Green Park: 1150 Sanders Rd
  8. 1605 Illinois Ave
  9. Village Green: 1810 Walters Ave
  10. Techny Prairie Activity Center: 180 Anets Drive
6. Vendor must provide own lock at 1605 Illinois Street and 1150 Sanders Road and will be daisy chained with the Park District's lock to prevent units from not being serviced.

## END OF SECTION

**WASTE HAULING AND RECYCLING AGREEMENT**

This Waste Hauling and Recycling Agreement (the “Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_, 2023 by and between the Northbrook Park District, an Illinois unit of local government, with its principal place of business at 545 Academy Drive, Northbrook, Illinois 60062 (the “Park District”) and \_\_\_\_\_, a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (“Contractor”), which hereinafter may be referred to together as the “Parties” or individually as a “Party”.

**WITNESSETH**

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

- 1. Labor and Materials.** The Contractor shall provide all labor, equipment and materials required to complete the following work: waste hauling and recycling services (the “Work”), as indicated in the Bid Documents for Waste Hauling and Recycling Bid No. 2252, dated May 4, 2023, attached to and incorporated as part of this Agreement by reference (the “Bid Documents”).
- 2. Contract Documents.** The Contract Documents consist of this Agreement between the Park District and the Contractor, the Bid Documents, Contractor’s Proposal, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor’s Certification, attached to and incorporated as part of this Agreement as **Exhibit B**, and any modifications issued after the execution of this Agreement. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein.
- 3. Term.** The term of this Agreement shall commence on August 1, 2023 and end on July 31, 2024, unless terminated earlier pursuant to the terms of this Agreement (the “Term”). The Park District reserves the right to renew the Agreement in its sole discretion for two additional one-year terms as follows: a) First Renewal Term commencing August 1, 2024 and ending July 31, 2025; and b) Second Renewal Term commencing August 1, 2025 and ending July 31, 2026; (collectively or individually referred to as “Renewal Term”). In the event that the Park District elects to renew the Agreement for any Renewal Term, the Park District will provide Contractor thirty (30) days written notice prior to the commencement of each Renewal Term of its intent to renew the Agreement.
- 4. Performance of Work; Warranty.** Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by the Park District for any other work at the project sites.
- 5. Contract Sum.** The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement the sum the sum of \_\_\_\_\_00/100 Dollars (\$\_\_\_\_\_.00) (“Contract Sum”).



**6. Payment.** Payment shall be made by the Park District to the Contractor upon the Park District's receipt of a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Acceptance of final payment by the Contractor or a subcontractor 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.

**7. Correction of Deficiencies.** If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within forty-eight (48) hours after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

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

**8. Cleaning Up.** The Contractor shall keep each facility location and the surrounding area free from accumulation of waste and recycling materials or rubbish caused by Contractor's performance of the Work under the Agreement. After each collection, Contractor shall remove from each facility location any waste and recycling materials or rubbish caused by Contractor's performance of the Work. 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.

## **9. Title**

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

## **10. 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:
  - (i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and
  - (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

- c. The Contractor shall promptly remedy damage and loss to Park District property 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, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

## **11. Insurance**

**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 \$1,000,000 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 93, 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 agents, officers, commissioners, employees and volunteers, 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 the Park 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 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.** 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 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 the Park 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, Contractor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Contractor's Work.

**D. General Insurance Provisions**

**1. Evidence of Insurance.** Prior to beginning Work, Contractor shall furnish the Park 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 the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as waiver of Contractor's obligation to maintain such insurance.

The Park 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 the Park District.

Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park 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 Park 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 Park District. At the option of the Park District, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects to the Park 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 Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**12. Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park 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 Contractor's performance of the Work, 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, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is 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, defend and hold and save harmless the Park 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 this Agreement.

**13. Termination.**

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section 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 Park 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 Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

b. The Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within forty-eight (48) hours after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Contract and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 7 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

**14. Compliance with Laws and Permits.** Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit B** to this Agreement.

**15. Choice of Law and Venue.** This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Cook County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

**16. No Liability.** The Park 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 Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

**17. 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 Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

**18. 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.

**19. Independent Contractor.** Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park 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.

**20. Non-Assignment.** 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 Park District.

**21. Subcontracts.** Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park 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 facsimile transmission provided such transmission together with 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 the Park District:                      Northbrook Park District  
545 Academy Drive  
Northbrook, IL 60062  
Attn: Executive Director  
Fax: 847-205-1154

If to Contractor:

**23. Entire Agreement; No Amendment.** This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. 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 WHEREOF,** each of the undersigned has caused this Agreement to be executed by a duly authorized official thereof effective as of date written above.

**NORTHBROOK PARK DISTRICT**

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

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

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

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

648878