



Date: January 26, 2017

Re: Request for Proposals for the Rental of Portable Restrooms and Associated
Cleaning and Maintenance Services for the 2017 Season

The Oak Brook Park District is requesting proposals for the rental of portable restrooms and associated cleaning and maintenance services at various park sites for the 2017 season.

Enclosed in the accompanying packet are the specifications for the portable restroom 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

The Oak Brook Park District is accepting proposals for the specified services until 11:30 a.m., Friday, February 24, 2017.

Submitted proposals shall be addressed as follows:

Proposal for Portable Restroom 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



Oak Brook Park District

Specifications and General Terms for the Supply and Servicing of Portable Restrooms

The term “Park District” or “District” shall mean the Oak Brook Park District.

The term “Contractor” means the party entering into the Contract for performance of the services in accordance with these specifications.

I. General Scope of Services:

The Contractor shall provide the following scope of services:

A. Provide all equipment, tools, supplies, materials, labor, and transportation and perform all operations necessary to supply, deliver, install, service and relocate portable restrooms under this Contract.

B. Provide regular service to include delivery of the portable restrooms to various locations, set-up for operation, weekly cleaning and subsequent removal from the location. Delivery charges, if any, shall be included in the proposal. The Contractor and the District’s Representative shall review the respective sites to ensure the units are located in an area that the unit may be stabilized and readily accessible. Cleaning shall also include any minor repairs and parts discovered at time of servicing the unit. All portable restrooms are to be graffiti-free and constructed of poly-plastic or heavy-duty type fiberglass to prevent being blown over.

C. Special Events: The Contractor shall provide portable restrooms for periodic special events as listed below. The number of standard restrooms and ADA restrooms will vary depending on the estimated amount of attendance during the special event. All units shall be clean and fully supplied upon delivery. The District will confirm the number and types of portable restrooms needed for each special event. All units shall be delivered one weekday prior to the event and picked up no later than the next weekday after the event, unless other arrangements are made with the Director of Parks and Planning.

D. Portable restroom units shall be gray, dark blue, dark green, white, or light tan in color. Units may consist of a combination of these colors if approved by the Park District. Portable restrooms shall be enclosed with a door that can be locked from the inside and include a commode, urinal and dispensers for toilet paper, two rolls of toilet paper, fresh deodorant/air sanitizer, and hand sanitizer.

E. The Contractor shall provide and maintain a written service log affixed to the inside of the portable toilet that lists the date of each service visit.

II. Locations and quantity of units for weekly service during the months of April-October:

- A. **Dean Nature Sanctuary-115 Canterbury Lane**
One (1) ADA unit.
- B. **Central Park- 1450 Forest Gate Road, Oak Brook, IL 60523**
Placement of the units shall be at various locations within park.
Five (5) standard units, one (1) ADA unit.

Units serviced weekly shall be delivered the first week of April and picked up the last week of October unless another date is agreed upon in advance between the Contractor and the Park District.

III. Special Event Service

Units for special events shall be delivered at least one business day prior to the event and picked up the next business day after the event, unless other arrangements are made with the Director of Parks and Planning.

- A. The Park District hosts three special events during the April-October season which require additional portable restrooms for short durations (less than one (1) week).
- B. Dates of special events and quantity of units required:

Event Name	2017 Event Date(s)	Quantity of Units
“Pink 5K Run”	May 13	Ten (10) standard units serviced once; and Three (3) ADA units serviced once.
“Octoberfest”	September 23	Eight (8) standard units serviced once; and Two (2) standard units serviced once.
“Haunted Forest”	October 13 - 14	Two (2) standard units serviced once.

IV. Unit and Service Requirements

- A. Regular service units shall be serviced once per week unless specified otherwise.
- B. Service visits shall include the following: pump out waste, remove rocks, ice and other debris from tank, remove litter, clean and disinfect all interior services, clean and scrub floor of mud, ice and other debris, wipe off ledges above screens and door, add fresh water and anti-bacterial solution to the tank, provide and replenish toilet paper, fresh deodorant/air freshener, and hand sanitizer, confirm unit is in the proper place and is level, sign and date service log sticker in each unit. If present, remove graffiti from interior and exterior of portable restroom and perform repairs as needed to make the restroom usable and maintain user privacy.

- C. Service Hours: The Contractor shall service the units only between the hours of 7:30 a.m. and 4:00 p.m. unless directed otherwise by the District. The District may also specify the day of the week and time of day for servicing the portable restrooms to accommodate the District's requirements and events.
- D. Extra service may be requested as needed.
- E. At no time should service or delivery vehicles leave parking or vehicle path pavement.
- F. Costs for servicing a tipped over unit, damaged unit, or a unit in need of repair shall be included in proposal.
- G. Units shall be delivered in complete working order and in sanitary condition.
- H. Units placed on grass/soil must be secured with stakes or equivalent at all times.
- I. ALL ADA UNITS MUST MEET ALL ADA REQUIREMENTS.
- J. Units that cannot be repaired to usable condition on site must be replaced.
- K. Contractor is responsible for proper and lawful disposal of all waste removed from the portable restroom.
- L. Clean-up: The Contractor shall remove all debris caused by its work at the job site and dispose of it at no additional cost to the District. Disposal shall be in strict accordance with local, State, and Federal laws and ordinances.
- M. The parks shall remain open to the public for the duration of the term of this Contract. As such, Contractor shall maintain the park sites in a manner that ensures safe access to the park amenities by the public, Park District staff and others requiring access to the parks. 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.
- N. Contractor shall require that any individual employed or otherwise retained by Contractor or by any subcontractor of Contractor to perform the services, consent and submit to, prior to such employment or retention by Contractor or subcontractor for the services, a criminal background check. Contractor shall be required to certify to the District that no Contractor or subcontractor employee hired to perform the services has been convicted of a crime that would make an employee ineligible to be employed by the District in accordance with 70 ILCS 1205/8-23.

V. Damage Waiver

- A. A 100% protection damage waiver shall be placed on all units from delivery date to pickup date.
- B. Damaged units must be repaired or replaced in a timely manner.

VI. Invoices and Payments

- A. 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.

VII. Environmental Requirements

- A. 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.

VIII. Insurance and Indemnification Requirements

Contractor shall obtain 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 10 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 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 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 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 park sites 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.

F. 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.

IX Term of Contract

The anticipated contract period will be for April – October 2017. An additional term for April – October 2018 may be invoked if mutually agreed by the District and Contractor pursuant to contract terms.

Award of Contract for the Supply and Servicing of Portable Restrooms

I. Basis of Award

The District reserves the right to withdraw the Request for Proposal (“RFP) at any time.

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.

II. 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.

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)

PROPOSAL SUBMITTAL FORM

The undersigned proposes to supply Portable Restroom Units and Services in accordance with the specifications and requirements of this Request for Proposal for the following amounts:

1. Weekly cost for each ADA unit, serviced weekly _____
2. Weekly cost for each standard unit, serviced weekly _____
3. Extra service call (per unit) _____
4. Special Event per day cost for each ADA unit: _____
5. Special Event per day cost for each standard unit: _____

Company Name _____

Address _____

City / State / Zip _____

Phone _____ email _____

Signed _____

Date _____

Reference List:

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

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

Contact Person

Phone Number

E-Mail

Description of Work performed:

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

Contact Person

Phone Number

E-Mail

Description of Work performed:

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

Contact Person

Phone Number

E-Mail

Description of Work performed:

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.

AGREEMENT FOR PORTABLE RESTROOMS AND SERVICES

THIS AGREEMENT FOR PORTABLE RESTROOMS AND 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 provide portable restrooms and services for patrons using the District's parks and other outdoor facilities.
- B. Contractor has represented to the District that Contractor is an experienced portable restroom provider capable of providing quality and sanitary portable restrooms and services, and Contractor desires to provide said restrooms and services.
- C. The District deems it in the best interest of the District to enter into an agreement with the Contactor to provide the portable restrooms and related 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 February 8, 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 and materials for the supply of portable restrooms and related services in accordance with the Contract Documents (the “Services”) for the Term specified in Paragraph 3 of this Agreement.

3. Term

The Contractor shall provide the Services commencing April 1, 2017 and, unless terminated earlier as provided in the Agreement, ending October 31, 2017 (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:

- a. ADA Compliant Unit - Seasonal rental fee per week (with once a week service): _____/Unit.
- b. Standard Unit - Seasonal rental fee per week (with once a week service): _____/Unit.
- c. Extra service per unit per occurrence – Single Use rental: _____/Unit.
- d. ADA Compliant Unit - Special Event rental fee per day: _____/Unit.
- e. Standard Unit - Special Event rental fee per day: _____/Unit.

(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 Paragraphs 6 and 8 of this Agreement, in accordance with the Local Government Prompt Payment Act (5 ILCS 505/1, *et seq.*).

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 for Cleaning and Servicing the Portable Restrooms Units

As part of the Services:

- a. Contractor shall deliver all portable restroom units (the "Units" or "Unit") in a clean and sanitized condition and each Unit shall contain at least one toilet tissue holder with two rolls of paper. Contractor shall securely stake down the Units on all four corners using 2" x 2" wood stakes to help prevent the Units from falling over or being turned over.
- b. Contractor shall clean and service all Units at least once each week in accordance with Paragraph 7 of this Agreement. Additional cleaning may be required in the event of increased use of the Units. The District shall contact the Contractor regarding the need for any such additional cleaning and Contractor shall provide any said additional cleaning at an additional charge to the District as set forth in Paragraph 4.c. of this Agreement.
- c. Contractor shall deliver and pick-up the Units in accordance with the Specifications. If weather conditions or unstable turf prevent the cleaning of the Units on a day the Units are designated for cleaning and servicing, Contractor shall service the Units on the first possible day following the inclement weather or, in the case of unstable turf, the first possible day when the turf conditions are returned to a stable condition.

7. Procedures for Cleaning and Servicing the Units

As part of the Services, Contractor shall perform the following procedures each time a Unit is cleaned and serviced:

- a. Pump waste from tank;
- b. Remove rocks, ice and other debris from tank;
- c. Scrub all surfaces with the appropriate brushes and cleaning solution;
- d. Clean and scrub floor of mud, ice and other debris;
- e. Scrub urinal inside and out;
- f. Remove graffiti;
- g. Add fresh water and anti-bacterial solution to the tank;
- h. Spray with deodorizer;
- i. Replace or replenish toilet tissue and hand sanitizer;
- j. Wipe off ledges above screens and door;
- k. Complete or schedule needed repairs;
- l. Schedule replacement of the Unit if needed;
- m. Confirm Unit is in the proper place and is level; and
- n. Sign and date the service log sticker in each Unit.

If a Unit is blocked and cannot be pumped, the Contractor shall perform the remaining procedures on the Unit as outlined above and shall notify the Director of Parks and Planning of the inability to pump the Unit, identifying the specific Unit.

8. Warranty and Repair

The Contractor warrants to the District that materials and equipment furnished under the Agreement will be of the best quality and new, 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 Unit. In the event a Unit(s) incurs major damage or vandalism sufficient to require a Unit to be replaced, Contractor shall immediately replace such Unit(s) as its sole cost and expense.

9. 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.

10. 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, picking-up or cleaning the Units, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. 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.

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 in storage on or off the site, 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.
- C. Contractor shall require that any individual employed or otherwise retained by Contractor or by any subcontractor of Contractor to perform the Services, consent and submit to, prior to such employment or retention by Contractor or subcontractor for the Services, a criminal background check. Contractor shall be required to certify to the District that no Contractor or subcontractor employee hired to perform the Services has been convicted of a crime that would make an employee ineligible to be employed by the District in accordance with 70 ILCS 1205/8-23.

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 Paragraph 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 9 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, insurance coverage written for not less than the limits of liability, and under all the other terms and conditions set forth in **Exhibit C** 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. 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
 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 C

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 10 93 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 Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the park sites 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

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.

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