



Waste and Recycling Receptacles for Outdoor Use Bid Packet

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

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

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**INVITATION TO BID
OAK BROOK PARK DISTRICT
WASTE AND RECYCLE RECEPTACLES FOR OUTDOOR USE**

The Oak Brook Park District (the "District") is accepting bids for waste and recycle receptacles for outdoor use.

Specifications and Contract Documents may be obtained beginning August 3, 2016, at the Administrative Office at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF format at the District's website:
http://www.obparks.org/general_information/bid.asp.

Each bid must be placed in a sealed opaque envelope marked "**Sealed Bid: Waste and Recycling Receptacles for Outdoor Use**" and addressed to the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523, **Attention: Executive Director**. Bids will be received until 10:00 AM on Thursday, September 1, 2016, at which time the bid proposals will be publicly opened and read aloud at the District's Administrative Office, located at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523.

The Oak Brook Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Oak Brook Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the Oak Brook Park District on request of the Bidder, for use in connection with this project only.

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

All The vendor(s) selected will also 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.

The District encourages women and minority business firms to submit bids and encourages Bidders to utilize minority businesses for supplies, equipment and services.

Laure Kosey, Executive Director
Oak Brook Park District

INSTRUCTIONS TO BIDDERS

DATE: August 2, 2016

BID REQUEST: Waste and Recycling Receptacles for Outdoor Use

Sealed bids will be accepted until **10:00 a.m., September 1, 2016**, at which time the bid proposals will be publicly opened and read aloud in the conference room at the Oak Brook Park District, Administrative Office, at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523. Any bids received after this time will be considered non-responsive and returned. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Oak Brook Park District Board of Commissioners at a regularly scheduled meeting.

The Oak Brook Park District and Owner are one and the same. The Owner's representative, Laure Kosey, Executive Director, can be contacted at 630-645-9535 or lkosey@obparks.org.

The words "Contractor" or "Bidder" shall mean the party bidding for or entering into the Contract for performance of the work covered by the written Specifications and Drawings, and its legal representatives or authorized agents.

1. Submission and Presentation of Bid

Each bid shall be submitted on the enclosed Bid Form. All bids must be written or typed in blue or black ink and signed by the Bidder. All bids are to be enclosed in a sealed opaque envelope, clearly displaying the Bidder's name and address. The bid name, date and time of opening must be located in the lower left corner of the envelope. The Oak Brook 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 this section will be considered non-responsive and returned.

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.**

Bidder must acknowledge all Addenda received in the spaces provided on the Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

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.

2. Explanation to Bidders

Any explanation desired by a Bidder regarding the meaning or interpretation of the Bid Documents must be requested in writing no later than five (5) business day prior to the scheduled bid opening. The Park District shall in all cases 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 reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. Any Addenda shall become part of the Contract Documents and will be furnished to all prospective Bidders of record. All Bidders must acknowledge each Addendum in the bid submittal.

3. Examination Drawings and Specifications

Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings, if any, and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested at least 5 days prior to the bid opening.

If an error or omission is discovered after the bid opening, the Oak Brook Park District reserves the right to determine whether to require the submission of new bids. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening. Should discrepancies appear among the Contract Documents, the successful Bidder shall request in writing an interpretation from the Oak Brook Park District before proceeding with the work. If the Bidder fails to make such a request, the Oak Brook Park District shall determine which of the conflicting requirements shall govern; and the Bidder shall perform the work at no additional cost to the Oak Brook Park District in accordance with said determination.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information, 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 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). It is the responsibility of the Bidder to comply with all Specifications, state and local codes, permits, fees and inspections. 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.

Omissions from the Drawings and Specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of Drawings and Specifications or which are customarily performed, shall not relieve the Bidder from performing such omitted or mis-described details of the work but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.

4. Qualifications of Bidder

The Oak Brook Park District may take action deemed necessary to investigate the qualifications of each Bidder. Bidders must demonstrate that they have sufficient resources in order to accomplish delivery of the goods by the specified completion date.

5. Prices

The prices are to include the delivery of all materials; including equipment, supplies, tools, transportation, insurances, bonds, warranties, 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. 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 to be performed. An exemption certificate will be furnished by the Park District upon request of the Bidder.

6. Bid Bond

All bids must be accompanied by a bid bond or bank cashier's check payable to the Oak Brook Park District for ten percent (10 %) of the amount of the bid 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.

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 Oak Brook Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after the successful Bidder has executed and returned to the Park District the Contract for the work.

The failure of the successful Bidder to enter into the Contract, substantially in the same form as included in these Bid Documents, within ten (10) days after the award of the Contract, 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 Park District 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.

7. Acceptance and Rejection of Bids

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.

The Park District reserves the right to (1) reject all bids; (2) reject only certain bids which 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 Park District 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.

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 Bid Form. The successful Bidder 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 Bid Documents. 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 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.

8. Award of Contract

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

The Oak Brook 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 bid; to reject any and all prices or bids submitted without disclosure of reason; waive any irregularity, formality or technicality in any proposal; and accept that bid which is considered in the best interests of the Oak Brook Park District. Such decisions are final and not subject to recourse.

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, substantially in the same form as included in these Bid Documents, within ten (10) days after award of the Contract. 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.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, and the Contractors Compliance and Certifications Attachment comprise the Bid Documents. The Bid Documents, together with the Contract between Owner and Contractor, substantially in the same form as included in these Bid Documents, comprise the Contract Documents.

9. Tax Exemption

The Oak Brook Park District is not subject to federal excise or Illinois retailer's occupation tax. An exemption certificate will be furnished by the Park District upon request of the Bidder.

10. Substitutions

Unless otherwise indicated, the use of a brand name or catalog number in the Specifications is used for the purpose of establishing a grade or quality. Because the Oak Brook Park District does not wish to rule out other competition, whenever a specific brand name or catalog number is mentioned, the Bidder should add the phrase "or approved equal." Bidders proposing a substitution must request approval in writing to the Oak Brook Park District at least seven (7) business days prior to the bid opening and mark the items as "or approved equal." All potential Bidders will be notified within three (3) business days by email, fax or U.S. Postal Service of the approval or rejection of a proposed substitution. Bidders wishing to bid on the approved substitution shall submit a complete base bid as specified in the project manual. The alternate bid must be typed and must follow the same format as the base bid. Receipt of the alternate bid will be acknowledged and read at the bid opening. The Oak Brook Park District shall be the sole and final judge as to whether any proposed substitute is equal to or better than as specified in the project manual. These decisions are final and not subject to recourse.

11. Addenda

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail 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.

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.

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.

12. Withdrawal of Bids

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 one hundred twenty (120) calendar days.

END OF SECTION

GENERAL CONDITIONS

1. Invoicing and Payment

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.

2. Guarantee and Warranty

The successful Bidder warrants to the Oak Brook Park District that all materials, supplies and equipment furnished will be of good quality and new unless otherwise required or permitted by the Specifications, that the materials, supplies and equipment will be free from defects not inherent in the quality required or permitted, and that the materials, supplies and equipment will conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the Oak Brook Park District. Any such defects must be corrected, either through repair or replacement, at the Bidder's expense.

The Bidder must present the Oak Brook Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Bidder agrees to sign over warranties and guarantees to the Oak Brook Park District.

Warranty shall become effective upon the Park District's final acceptance of the goods and shall be for a minimum of two (2) years. Final acceptance shall occur only after the goods have been delivered, inspected and accepted by the Park District. No warranty herein shall be deemed waived upon Park District's inspection and acceptance of delivery of the goods.

3. Materials

All materials supplied by the successful Bidder 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 Oak Brook Park District.

4. Delivery

The successful Bidder shall deliver the goods on or before November 1, 2016. Bidder will arrange for delivery of the goods through a carrier chosen by Bidder, the costs of which shall be F.O.B. Oak Brook, Illinois.

5. Title and Risk of Loss

The successful Bidder shall not grant rights in or to, or otherwise encumber the goods or any parts of the goods, to, in or by any third parties at any time, that would impair or delay the full exercise by District of any of its rights or remedies under the Contract. Clean and unencumbered title to the goods shall be transferred to District upon acceptance of the goods by District. Title to, and the risk of loss, injury or destruction from any casualty to the

goods, regardless of cause, will be the responsibility of Bidder until the goods have been received, inspected and accepted by District.

6. Acceptance and Rejection

District will have the right to inspect the goods upon receipt and to reject the nonconforming or damaged goods within ten (10) business days after delivery. District will give notice to successful Bidder of any rejection of the goods or claim for damages on account of condition, quality or grade of the goods.

Neither inspection nor acceptance by District shall act as District's acceptance of any defects or deficiencies in the goods or for the failure of the goods to conform to the requirements of the Contract and shall not act as a waiver of any rights District has with respect to such defects, deficiencies or failure, including rights under any warranty.

7. Correction of Deficiencies

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

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

8. Law Compliance

Contractor shall comply with all federal, state, county and local laws, ordinances, rules and regulations and orders that in any manner pertain to this work. Such laws, ordinances, rules and regulations and orders shall be considered a part of these documents. Lack of knowledge on the part of the Bidder will in no way be cause for release of this obligation. Unless as otherwise specified by the Contract Documents, the Bidder shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under the Contract. The Oak Brook Park District reserves the right to reject any bid, cancel any contract and pursue and legal remedies deemed necessary if it becomes aware of a violation of any laws on the part of the Bidder.

9. Insurance Requirements

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 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 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 Contract, 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 activities.

D. General Insurance Provisions

1. Evidence of Insurance

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 Contract 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 District. At the option of the Park District, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects 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.

10. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Oak Brook Park District and their 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 performance if it obligations under the Contract Documents, 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 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 Oak Brook 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.

BID FORM

Waste and Recycling Receptacles for Outdoor Use

Proposal of _____.

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

doing business as _____.

To the Oak Brook Park District, hereinafter called the "Owner".

The Bidder, in response to your advertisement for bids for Waste and Recycling Receptacles for Outdoor Use, having examined the Specifications and other Contract Documents, hereby proposes to furnish and deliver all materials and supplies in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Oak Brook, Illinois.

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

Addenda Numbers: _____, _____, _____, _____, _____, _____

Bidder hereby agrees to start work within ten (10) days after receipt of signed contract from the Owner and to substantially complete the project as specified in the Bid Documents.

Lump Sum Base Bid:

Bidder agrees to perform all of the work described in the Contract Documents for the following lump sum:

\$_____ Lump Sum Base Bid (total is for 15 units)

Unit Prices:

1. Unit prices govern additions to or deductions from the Lump Sum Base Bid.
2. The following unit prices shall include all labor, materials, overhead, profit, insurance, etc. to provide the units in accordance with the Specifications.

	<u>Unit</u>	<u>Unit Price</u>
Waste and Recycle Receptacle	_____	\$_____

Accompanying this bid is a: a) Bid Bond; or b) Cashier's Check (circle one), in the amount of _____ (\$ _____) (10% of bid amount) the same being subject to forfeiture in the event of default by the undersigned.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents.

The Bidder hereby certifies:

- A. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. That the Bidder has checked carefully the bid figures and understands that it shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- C. That it is understood and agreed that the Oak Brook Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- D. To hold the bid open for one hundred twenty (120) days subsequent to the date of the bid opening;
- E. 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:
 - (1) Accomplish the work in accordance with the Contract Documents; and
 - (2) Complete the work within the time requirements as set forth in the Bid Documents.
- F. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- G. To furnish a Bid Bond in accordance with the Instructions to Bidders;
- H. 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; and

I. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this _____ day of _____, 2016.

Name: _____

By: _____

Signature _____

Title: _____

SUBSCRIBED AND SWORN TO before me

this _____ day of _____ 2016.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF _____)

.....

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Contract 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:

- 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 Owner, 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 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 Contract 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, 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 Owner 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 Owner, 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)

**Oak Brook Park District
Bid Specifications
Waste and Recycling Receptacles for Outdoor Park Use**

The scope of this Project is for the purchase of fifteen (15) waste/recycling receptacles.

1. Manufacturer Ex-Cell Kaiser, or equal to, or better product:
 - Ex-Cell Kaiser Model number RGU-3645
 - Color sandstone with hammered copper trim
2. Units must be heavy-duty high capacity two stream waste and recycling receptacle.
3. Units must come standard with a keyed locking mechanism to prevent unauthorized access.
4. Units must include two 45 gallon capacity liners. The liner base resin must meet UL94 Flammability Standard.
5. Finish on the units shall be in UV-resistant EXL-COAT™ Powder Coat.
6. Units must have pre-applied easy-to-read white graphics for designated waste streams.
7. Outdoor unit shall include canopy to protect openings from weather.
8. Trim:
 - 13" square opening with black trim for trash units; and
 - 8" square opening with universal "Recycle Blue" for recycle units.
9. Units shall contain over 30% recycled material and 100% post-consumer recyclable.
10. Cost must include installation of the graphic "Oak Brook Park District" text logo on each waste can structure as provided by Oak Brook Park District.
11. Cost must include delivery to 1480 Forest Gate Rd., Oak Brook, IL 60523.
12. Minimum 2 year warranty on all units.





EX-CELL KAISER
MANUFACTURING & DESIGN

Outstanding Service. Better Ideas. Quality Solutions.



**National
Waste & Recycling
Association**
Collect. Recycle. Innovate.

ELLIPSE COLLECTION™ ~~RGU-3645, RGU-3645 ID~~

OUTDOOR



RGU-3645 SND/HCPR

INDOOR



RGU-3645 ID RBL/HMG

Features and Benefits

- Heavy-duty high capacity two stream waste and recycling receptacle
- Units come standard with a keyed locking mechanism to prevent unauthorized access
- Includes two 45 gallon capacity liners. The liner base resin meets UL94 Flammability Standard
- Finished in UV-resistant EXL-COAT™ Powder Coat
- Pre-applied easy-to-read white graphics for designated waste streams
- Outdoor unit includes sleek canopy to protect openings from weather
- 13" square opening with Black trim for Trash and 8" square opening with universal Recycle Blue trim
- Contains over 30% recycled material and 100% post-consumer recyclable



TRIM & BODY FINISHES

LIDS				
	(HMG) Hammered Grey	(HMG) Hammered Grey	(SEP) Sepia	(HCPR) Hammered Copper
BODY				
	(RBL) Recycle Blue	(GRPH) Graphite	(MAL) Malachite	(SND) Sandstone

Replacement Part

35-2132-FG - 45 gal. Plastic Black Liner

Specifications

Item Number	Dimensions	Capacity	Carton	Weight
RGU-3645	48.5" x 27.5" x 52"	90 Gallons	Ships on Pallet	200 lbs
RGU-3645 ID	45" x 23.5" x 36.5"	90 Gallons	Ships on Pallet	150 lbs

CONTRACT FOR THE PURCHASE OF WASTE AND RECYCLE RECEPTACLES

This Contract for the Purchase of Waste and Recycle Receptacles ("Contract"), made this ____ day of _____, 2016 (the "Effective Date"), by and between the Oak Brook Park District, an Illinois park district (the "Park District"), with its principal place of business at 1450 Forest Gate Road, Oak Brook, Illinois and _____, a(n) _____ (the "Vendor"), with its principal place of business at _____, collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

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

1. Services

The Vendor shall provide all the following supplies, material and equipment:

(15) Waste and Recycle Receptacles (the "Goods"),

as indicated in the plans and specifications in the Contract Documents as defined in Paragraph 2 of this Contract.

2. Contract Documents

The Contract Documents consist of this Contract between the Park District and the Vendor and the Invitation to Bid, Instructions to Bidders, General Conditions, and Specifications dated _____, 2016 (the "Bid Documents"), attached to and incorporated as part of this Contract as **Exhibit A**, the Vendor's Proposal, dated _____, 2016, attached to and incorporated as part of this Contract as **Exhibit B**, the Contractor Compliance and Certification Attachment, attached to and incorporated as part of this Contract as **Exhibit C**, and any addenda issued prior to the execution of this Contract and any modifications issued after the execution of this Contract. Modifications to this Contract may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein.

3. Contract Sum and Payment

The Park District shall pay the Vendor _____ Dollars (\$ _____), for the proper performance of the Contract (the "Contract Sum"). Payment of the Contract Sum shall be made in full after receipt of the Goods, in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), and only upon inspection and acceptance of the Goods by the Park District.

4. Term

This Contract shall begin upon the Effective Date and terminate upon completion of any and all applicable warranty periods, unless terminated earlier as provided herein.

5. Delivery

Vendor will arrange for delivery of Goods on or before November 1, 2016 through a carrier chosen by Vendor, the costs of which shall be F.O.B. Oak Brook, Illinois.

6. Title and Risk of Loss

Vendor shall not grant rights in or to, or otherwise encumber the Goods or any parts of the Goods, to, in or by any third parties at any time, that would impair or delay the full exercise by Park District of any of its rights or remedies under the Contract. Clean and unencumbered title to the Goods shall be transferred to the Park District upon acceptance of the Goods by the Park District. Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received, inspected and accepted by the Park District.

7. Acceptance and Rejection

The Park District will have the right to inspect the Goods upon receipt and to reject the nonconforming or damaged Goods within ten (10) business days after delivery. The Park District will give notice to Vendor of any rejection of the Goods or claim for damages on account of condition, quality or grade of the Goods.

Neither inspection nor acceptance by the Park District shall act as Park District's acceptance of any defects or deficiencies in the Goods or the failure of the Goods to conform to the requirements of the Contract Documents and shall not act as a waiver of any rights Park District has with respect to such defects, deficiencies or failure, including rights under any warranty.

8. Performance of the Contract

Vendor agrees to perform all work and services in a good and workmanlike manner. All materials supplied by Vendor 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 Park District.

Vendor, upon the Effective Date, shall immediately place orders for materials and otherwise commence performance of this Contract, unless otherwise directed by the Park District. No claim for extras shall be allowed unless such claim is first submitted in writing to the Park District and approved in writing by an authorized agent of the Park District.

9. Park District's Name. The Park District's name is and shall remain the Park District's property.

- a. Vendor is hereby authorized to use the Park District's name for the Goods in accordance with the Specifications.
- b. Vendor shall not use or permit the use of the Park District's name unless such use is authorized by this Contract or such use is permitted by the prior written consent of the Park District.
- c. The right to use the Park District's name is non-exclusive, non-assignable and nontransferable. All use by Vendor of the Park District's name shall inure solely to the benefit of the Park District.

10. Termination

The Park District may terminate this Contract as follows:

- a. The Park 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 Park District under this Paragraph 10 shall be by a notice of termination delivered to the Vendor specifying the extent of the termination and the effective date of said termination. Upon receipt of a notice of termination, the Vendor 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 Contract; (4) terminate all subcontracts and orders to the extent they relate to the work and services terminated; (5) proceed to complete the performance of work and services 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 and services. In the event of termination for convenience by the Park District, the Vendor shall recover payment for approved work properly performed by Vendor before the effective date of termination. Vendor shall not be entitled to damages resulting from termination for convenience under this Paragraph.
- b. If Vendor fails to provide the Goods and services 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 three (3) business days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Vendor, the Park District may terminate this Contract and enter into an agreement with another vendor or vendors to provide the Goods. In such event, Park District shall not be liable to Vendor for all or any portion of the Contract Sum. Vendor shall be liable to the Park

District and shall pay the Park District promptly upon demand the increased cost to the Park District of obtaining the Goods from the substitute vendor(s), including, without limitation, the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees.

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

11. Correction of Deficiencies

If the Vendor defaults or neglects to provide the Goods in accordance with the Contract Documents and fails, within a three (3) business day period after receipt of written notice from the Park District, to commence to cure said default, the Park District may, without prejudice to other remedies, correct said deficiencies. In such case, the Park District shall deduct from payments then or thereafter due the Vendor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If the amount deducted by the Park District exceed the payments then or thereafter due the Vendor, the Vendor shall pay the difference to the Park District.

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

12. Tax Exemption

The Park District is exempt for the Illinois Retailer's Occupational Tax, the Illinois Use Tax and the Federal Excise Tax as an exempt entity under the Internal Revenue Code. The Park District's tax exemption identification number is E997-4002-07.

13. Vendor's Representations

The Vendor hereby specifically acknowledges and declares, and the execution of this Contract by the Vendor is a representation of the Vendor that the Contract Documents are full and complete, are sufficient to have enabled the Vendor to determine the cost of the Goods and that the Contract Documents are sufficient to enable it to supply and deliver the Goods outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Vendor's obligation to supply the Goods for an amount not in excess of the Contract Sum.

The Vendor shall carefully study and compare the Contract Documents with each other and with information furnished by Park District and shall immediately report to the Park District errors, inconsistencies or omissions discovered. The Vendor shall not be liable to the Park District for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a reasonably prudent and experienced Vendor in advance. If the Vendor performs any activity involving an error, inconsistency or omission in the Contract Documents that Vendor recognized or reasonably should have recognized and of which Vendor failed to notify the Park District, the Vendor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction of the same.

Vendor further represents that it has full right, title and authority to transfer the Goods to the Park District and that such transfer, upon delivery to the Park District, shall not be subject to the right or interest of any third party whatsoever.

14. Warranties

The Vendor warrants to the Park District that the materials and equipment furnished under the Contract will be of the best quality and new, that the Goods will be free from defects and deficiencies, and that the Goods will conform to the requirements of the Contract Documents. Goods not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Any such defects must be corrected, either through repair or replacement, at Vendor's expense.

Liability or refusal of a subcontractor responsible for the defective materials, equipment or goods to correct the same shall not excuse the Vendor from performing under the warranty. If required by the Park District, the Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be, countersigned by the Vendor and delivered to the Park District upon delivery of the Goods. Vendor must present the Park District with two (2) copies of any manufacturer's warranty or guarantee information. Any warranties issued in Vendor's name shall be assigned to the Park District.

Warranty shall become effective upon the Park District's final acceptance of the Goods and shall be for a minimum of two (2) years. Final acceptance shall occur only after the Goods have been delivered, inspected and accepted by the Park District. No warranty herein shall be deemed waived upon Park District's inspection and acceptance of delivery of the Goods.

15. Insurance

A. Commercial General and Umbrella Liability Insurance

Vendor 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 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 Vendor'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

Vendor 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

Vendor 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 the Park District under the Commercial General and Umbrella Liability Insurance required in this Contract, Vendor 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 Vendor's activities.

D. General Insurance Provisions

1. Evidence of Insurance

Vendor 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 Vendor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Vendor 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 Contract at the Park District's option. Vendor 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, Vendor may be asked to eliminate such deductibles or self-insured retentions as respect 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

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

16. Indemnification

To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the Park District and their 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 obligations under the Contract Documents, 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 Vendor, 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. Vendor shall similarly protect, indemnify 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 Vendor's breach of any of its obligations under, or the Vendor's default of, any provision of the Contract.

17. 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 Vendor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Vendor's services and obligations under this Contract. The Park District is not liable for acts or omissions of Vendor or any of Vendor's employees, contractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Vendor.

18. Extension of Time

Extension of time provided for the supply and delivery of the Goods shall be the Vendor's sole remedy for delay unless the same shall have been caused by acts constituting intentional interference by Park District with Vendor's obligations hereunder and where to the extent that such acts of the Park District continue after Vendor's written notice to the Park District of such interference. The Park District's exercise of any of its rights under the Contract, regardless of the extent or number of changes, or the Park District's exercise of any of its remedies of suspension of any work or services, or requirement of correction or re-execution of any defective Goods, shall not under any circumstances be construed as intentional interference with Vendor's obligations under this Contract.

19. Independent Contractor

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

20. No Third Party Beneficiary

This Contract is entered into solely for the benefit of the contracting parties, and nothing in this Contract 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 Contract 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 and/or

privileges of the Park District and/or the Vendor, and/or any of their respective officials, officers and/or employees.

21. No Assignment

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

22. Waiver

Waiver of any of the terms of this Contract shall not be valid unless in writing and signed by the Parties. The failure of the Park District to enforce the provisions of this Contract or require performance by Vendor of any of the provisions shall not be construed as a waiver of such provisions or affect the right of the Park District to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of contract.

23. Time

Time is of the essence for all matters concerning this Contract.

24. Compliance with Laws; Permits.

Vendor shall comply with all federal, state, county and local laws, ordinances, rules and regulations in performing this Contract. All materials, supplies and equipment provided under this Contract must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production, sale, transportation and handling of the product or service contained herein. Vendor shall be responsible for obtaining all permits and license required to perform its obligations under this Contract. Lack of knowledge on the part of the Vendor will in no way be cause for release of this obligation. The Park District reserves the right to terminate any contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the Vendor.

25. Governing Law; Venue

This Contract and the other Contract Documents shall be governed by and construed in accordance with the laws of the State of Illinois. Any actions for enforcement of this Contract by any Party hereto shall be brought only in the Eighteenth Judicial Circuit Court of DuPage County, Illinois.

26. Entire Agreement; No Amendment

This Contract contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of the other Party that is not contained in this written Contract shall be valid or binding. No amendment or modification shall be made to this Contract unless it is in writing and signed by both Parties.

27. Headings

The headings for each paragraph of this Contract 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 Contract nor in any way affect this Contract.

28. Severability

If any provision of this Contract is declared invalid or unenforceable, the remainder of this Contract shall continue in full force and effect, to the extent not affected by the invalid or unenforceable provision.

29. Notice

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and is sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as any Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection:

FOR THE PARK DISTRICT:

Oak Brook Park District
1450 Forest Gate Road
Oak Brook, Illinois 60523-2159
Attn: Executive Director

FOR THE VENDOR:

IN WITNESS WHEREOF the Parties hereto have set their respective hands and seals and year first above written.

OAK BROOK PARK DISTRICT

By:

Sharon Knitter, President
Board of Park Commissioners

Attest:

Laure Kosey, Secretary
Board of Park Commissioners

VENDOR

By:

Print Name: _____

Its:

Print Title

596965