

AGREEMENT FOR WASTE REMOVAL AND COMPOSTING SERVICES

This Agreement for Waste Removal and Composting Services (the "Agreement"), made this 16th day of May, 2024, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 East Wesley Street, Wheaton, Illinois, and Groot, Inc., an Illinois corporation (the "Contractor"), with its principal place of business at 1330 Gasket Drive, Elgin, IL 60120, collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

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

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work: waste removal and composting services (the "Work"), as indicated in the Project Manual for Waste Removal and Recycling Services, dated March 5, 2024, attached to and incorporated as part of this Agreement by reference (the "Project Manual").

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor, the Invitation to Bid, Instruction to Bidders, General Terms and Conditions, Contractor's Bid Form dated March 12, 2024 and attached to and incorporated as part of this Agreement as **Exhibit A** (but excluding Contractor's "Exclusions" in its Bid Form, and including Contractor's "Exclusions" attached hereto as **Exhibit A-1**), Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit B**, Addenda __n/a____ dated __n/a____, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

3. Term

The term of this Agreement shall be for three (3) years, commencing on August 1, 2024 and expiring on July 31, 2027, unless terminated earlier pursuant to the terms of this Agreement (the "Initial Term").

4. Performance of Work

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

5. Contract Sum

- A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, the personnel, means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall all take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- i. employees engaged in the Work and other persons who may be affected thereby;
 - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors;
 - iii. Park District employees and other persons present at the site(s) of Contractor's Work; and
 - iv. Personal and real property owned by the Park District.
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor at its cost shall promptly remedy damage and loss to Park District real or personal property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

10. Warranty

Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Contractor shall unconditionally guarantee the materials provided for the Work for a period of one year from the date of delivery. If, within the guarantee period, any defects or signs of defects are noted which, in the opinion of the Park District, are due to faulty materials, the Park District shall notify the Contractor. At the Contractor's expense, the Contractor shall replace or adjust the materials to the correct condition to the complete satisfaction of the Park District.

11. Correction of Deficiencies.

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

12. Termination

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.
- B. Park District may terminate the Agreement, in whole or in part, for cause as follows:
 - (i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof

provided to Park District, in either case upon written notice to Contractor without opportunity to cure. In the event of termination pursuant to this Section: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 11 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from a substitute contractor(s).

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

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination. Notwithstanding anything in this Agreement to the contrary, Contractor's obligations under Section 14 shall survive the termination or expiration of this Agreement.

13. Insurance

Contractor will procure and maintain, during the Term, the insurance coverage requirements as set forth in the bid documents and are incorporated or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

14. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's

performance of the Work, provided that any such claim, damage, loss or expense (i) arises out of 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) arises from in whole or in part any act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement. Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

15. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in Contractor Compliance and Certifications Attachment. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

16. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, and the parties hereby consent to, and waive objection to, the jurisdiction and venue of said court, but only after exhausting all possible administrative remedies. In the event the Park District initiates litigation under, regarding or to enforce this Agreement and is the prevailing party, it shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

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

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 Park 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 its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

21. Non-Assignment

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

22. Subcontracts.

Contractor shall not subcontract this Agreement or any part of this Agreement without the prior written consent of the Park District. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, including without limitation this Agreement, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

23. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile or e-mail transmission, provided such transmission together with 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:	Wheaton Park District 102 East Wesley Street Wheaton, IL 60187 (Fax) 630-665-5880 Attention: Executive Director
If to Contractor:	Groot, Inc. 1330 Gasket Drive Elgin, IL 60120

24. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

25. 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.

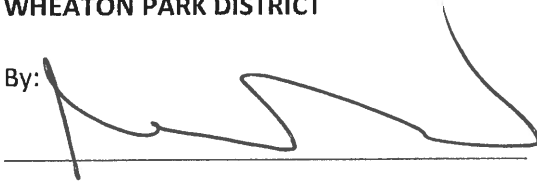
26. Severability

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 year first above written.

WHEATON PARK DISTRICT

By:

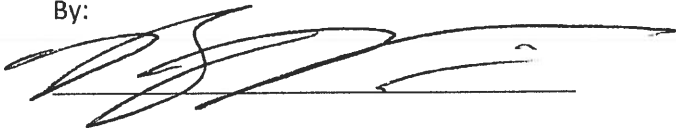


Attest:

By:

CONTRACTOR

By:



Attest:

By:

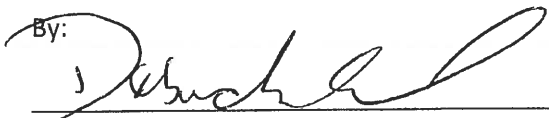


EXHIBIT A-1

Groot, Inc. ("Contractor") offers the following items to be incorporated into the resulting contract and as exceptions to the Request for Proposal for Waste and Recycling and Composting Services (the "RFP") issued by the Wheaton Park District (the "District"). Contractor's proposal is subject to and contingent upon these exceptions. These items are intended to identify areas of concern and remain negotiable. Along with the exceptions is some explanation to provide the District with Contractor's thoughts behind such exceptions. Contractor's bid submission is contingent upon and subject to the exceptions and objections contained herein. Specifically, Contractor objects, and does not agree, to any provision of the RFP to the extent such would require a penalty, fine, fee or forfeiture of a bond in the event that the parties are unable to agree on, and ultimately enter into a contract, the terms of this RFP after good faith negotiations, including the objections and exceptions contained herein. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

- (1) The last paragraph of Section 1.E.1. of the Supplementary Conditions of the RFP shall be deleted in its entirety. Contractor cannot provide certified copies of all insurance policies but can and will provide certificates of all insurance policies and all necessary endorsements. Additionally, any requirement in the RFP for Contractor to maintain Errors and Omissions insurance shall be deleted as it is not required for waste removal services. Finally, Section 1.E.4 shall be deleted in its entirety. Contractor does not disclose its deductibles or self-insured retentions but shall be solely responsible for the payments of such.
- (2) Contractor objects to Section F of the Supplementary Conditions of the RFP and the Indemnification provision of the Agreement and wishes it to be deleted in its entirety and replaced with the following fault-based indemnity language (added language underlined):

"To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), to the extent arising out of or resulting from the performance of Contractor's performance of the Work, provided that any such claim, damage, loss or expense (i) arises out of 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) arises from in whole or in part any negligence or willful misconduct ~~act or omission~~ of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of Contractor's breach of any of its

obligations under, or Contractor's default of, any provision of this Agreement. Contractor's obligations under this Section shall survive the termination or expiration of this Agreement."

- (3) Contractor objects to Section 8 of the Sample Agreement included in the RFP and requires the following be added to Section 8:

"Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the District and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste."

- (4) Contractor objects to Section 17 of the Draft Agreement to the extent it would allow the District to escape liability for injury, damage, loss or costs caused by the negligence or willful misconduct District, its employees, subcontractors or agents.

CHECKLIST OF BID PROPOSAL FORMS

A properly executed bid proposal shall include the following information and forms. All of the necessary forms are included in these detailed specifications.

1. Attachment "A" Pickup Schedules for Tables 1, 2, 3, and 4
2. Attachment "B" Bid Proposal Form
3. Attachment "C" References
4. Attachment "D" Statement Of Bidder's Qualifications
5. Attachment "E" Vendor Identification Form
6. Attachment "F" Contractor Compliance and Certifications Attachment

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WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

Attachment "A"

TABLE 1 - WHEATON PARK DISTRICT PICKUP SCHEDULE FOR "TRASH"

(Must be submitted with Bid)

Locations	Container Size - Type	Number of Pickups per Week	Number of Yearly Pickups	Cost per Pickup (From TABLE 4)	Annual Cost (Fill in all nine rows below)
Community Center 1777 South Blanchard	*10 CY – Office 8 CY – Office	Summer* 6X Regular 3X	201	\$ 64.44	\$ 12,952.44
Arrowhead Golf Club 26W151 Butterfield Road	8 CY – Grounds AND Golf Course	1X – Wednesday	52	\$ 28.64	\$ 1,489.28
Arrowhead Golf Club 26W151 Butterfield Road	10 CY – Mixed Restaurant	3X – Mon, Wed, Friday	156	\$ 35.80	\$ 5,584.80
Cosley Zoo 1356 North Gary Avenue <i>pickup only between hours of 7am and 8:30 am</i>	6 CY – Mixed	6X	312	\$ 21.48	\$ 6,701.76
Cosley Zoo 1356 North Gary Avenue <i>pickup only between hours of 7am and 8:30 am</i>	4CY – Mixed	6X	312	\$ 14.32	\$ 4,467.84
Park Services Center 1000 Manchester Road	20 CY (Yard Waste) **	1 – Day Notice (Est. Summer – Weekly*; Regular – Monthly)	24	\$ 197 A \$ Haul / 62 PER TON	\$ 4,728.00
Park Services Center 1000 Manchester Road	30 CY - Mixed	1 – Day Notice (Est. Summer – 2X*; Regular – 1X)	67	\$ 197 PER \$ Haul / 62 PER TON	\$ 13,199
Memorial Park* 208 West Union Avenue	2 CY – Mixed	Summer* Weekly 1X – Monday	15	\$ 7.16	\$ 107.40
Central Athletic Complex* 500 South Naperville Road	2 CY - Mixed	Summer* Weekly 1X – Monday	15	\$ 7.16	\$ 107.40
Total Annual Cost - Trash (Please add together annual cost amounts for all nine rows)					\$ 49,387.92

WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

Attachment "A"- cont.

*Summer defined as Memorial Day to Labor Day (15 Weeks). It is the contractor's responsibility to adhere to the summer or regular schedule change unless directed differently by the Owner's facility location contact person.

** **Park Services:** If WPD chooses **Composting Option (TABLE 3))** then Park Services would not require the yard waste pick up as this same 20 CY container would be then used for compost.

WEIGHT LIMIT OF TRASH DUMPSTERS AND COST PER TON FOR OVERAGE:

<u>Trash Container Size</u>	<u>Standard weight limit over which would incur an overage cost</u>	<u>Cost per ton for overage</u>
20 Yard	Ø Tons	\$ <u>62⁰⁰ pr Ton</u>
30 Yard	Ø Tons	\$ <u>62⁰⁰ pr Ton</u>
40 Yard	Ø Tons	\$ <u>62⁰⁰ pr Ton</u>

Attention: No Monday Overage should be charged to the Wheaton Park District due to no Sunday pickups. Any additional charges must be substantiated with documentation such as photos of dig outs, scale weights photos, etc.

OTHER TYPES OF ADDITIONAL CHARGES THAT MAY BE INCURRED:

<u>Types of additional charges</u>	<u>Cost of additional charge</u>
Dig Out Charge	\$ Ø
Other (please name type): <u>DRY RUN</u> <u>Run off</u>	\$ <u>165⁰⁰</u>
Other (please name type): <u>EXTRA yard</u> <u>Commercial</u>	\$ <u>15⁰⁰</u>
Other (please name type): <u>Return Trip</u> <u>Commercial</u>	\$ <u>30⁰⁰</u>

WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

Attachment "A"- cont.

**TABLE 2 - WHEATON PARK DISTRICT PICKUP SCHEDULE FOR
"RECYCLING CONTAINERS"**
(Must be Submitted with Bid)

Recycling containers listed in TABLE 2 must be capable of commingled recycling at a minimum the following items, cardboard, plastic, paper, aluminum cans, and reasonably clean tin cans.

Locations	Container Size	Number of Pickups per Week	Number of Yearly Pickups (Weekly X 52)	Cost per Pickup (From TABLE 4)	Annual Cost
Community Center - 1777 S. Blanchard	2 CY	Summer* 6X Regular 3X	201	\$ 7.16	\$ 1,439.16
Arrowhead Golf Club - 26W151 Butterfield	8 CY	3X – Mon, Wed AND Friday	156	\$ 28.64	\$ 4,467.84
Cosley Zoo 1356 N. Gary - <i>pickup only between hours of 7 am and 8:30 am</i>	2 CY	April – Oct 3X Nov – Mar 1X	112	\$ 7.16	\$ 801.92
Park Services Center - 1000 Manchester	8 CY	1X	52	\$ 28.64	\$ 1,489.28
Total Annual Cost - Recycling					\$ 8,198.56

* Summer defined as Memorial Day to Labor Day (15 Weeks). It is the contractor's responsibility to adhere to the summer or regular schedule change unless directed differently by the Owner's facility location contact person.

WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

Attachment "A"- cont.

**TABLE 3 - WHEATON PARK DISTRICT PICKUP SCHEDULE FOR
"COMPOSTING OPTIONS - IF AVAILABLE"**

(Must be Submitted with Bid)

Locations	Container Size - Type	Number of Pickups per Week	Number of Yearly Pickups	Cost per Pickup (From TABLE 4)	Annual Cost if Composting is Available
Park Services Center - 1000 Manchester	20 CY Compost	1 – Day Notice (Est. Summer – Weekly*; Regular – Monthly)	27	197 PER \$ Haul 162 PER TON	\$ 5,319
Total Annual Cost – If Composting if Available					\$ 5,319

* Summer defined as Memorial Day to Labor Day (15 Weeks). It is the contractor's responsibility to adhere to the summer or regular schedule change unless directed differently by the Owner's facility location contact person.

WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

Attachment "B"

(Must be Submitted with Bid)

BID PROPOSAL FORM

TOTAL ANNUAL COST BASED ON TABLES 1, 2 AND 3 (REQUIRED)

Total Annual Cost - Trash	\$ 49,337.92
Total Annual Cost - Recycling	\$ 8,198.56
Total Annual Cost - Composting (If Available)	\$ 5,319.00

* The Bid Price divided by 12 months should be equal to the Total Monthly Rate that is billed to the Owner. This monthly rate will be adjusted if necessary, according to the cost per yard or cubic yard quoted on Table 4 and below if there is an increase or decrease in pickup frequency.

If a determination is made in writing by the Owner or the successful Bidder and signed by both parties that the pickup schedule should increase or decrease from the estimated number of pickups, then the Total Monthly Rate quoted will be adjusted by the rates quoted in TABLE 4. It is recognized that a container with the same or similar dimensions may be labeled in yards by one Bidder and cubic yards by another.

Occasionally, the Owner is in need of 20, 30, or 40-yard temporary roll off containers for approximately eight special events per year. Please quote the cost per yard/cubic yard for delivery, pickup, and disposal of these containers. Roll off containers for special events are for event generated waste (general litter, food containers, beverage containers, etc.). Container will be at site no longer than five days. Please note that these events are typically attended by a large number of people who will have the opportunity to view the condition of your container and any name recognition that may be labeled on it.

PER ATTACHED EXCEPTIONS

WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

Attachment "B"- cont.

Cost per Container

Container Size	Cost
20 Yard	\$197 HAUL / \$ 62 ⁰⁰ per TON
30 Yard	\$197 HAUL / \$ 62 ⁰⁰ per TON
40 Yard	\$197 HAUL / \$ 62 ⁰⁰ per TON

Maximum Annual Percentage Increases

These percentages will be used as a maximum increase in the event that this contract is extended to subsequent years. This increase will apply to all unit costs supplied with this proposal.

	Maximum Annual Percentage Increase
Year 2	5 %
Year 3	5 %

WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

Attachment "B" – cont.
(Must be submitted with bid)

BID PROPOSAL FORM

Bidder hereby certifies that it has read, understand, and will fully and faithfully comply with these Bid Documents, its attachments and any referenced documents. Bidder also hereby certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

Deborah Sobol Groot Inc.

Authorized Signature

Company's Legal Name

Deborah Sobol 1330 Gasket Dr.

Printed Name

Address

Major Acct Mgr Elgin IL 60120

Title

City, State AND Zip Code

708-359-4630 (cell)

Telephone Number

FAX Number

Deborah Sobol DSobol@Groot.com

Authorized Signature E-mail Address

Company E-mail Address

Accounts Receivable Contact Name: MARY O'CONNOR

Acknowledgement of Addendums

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

For questions regarding this offer: (If different from above)

Deborah Sobol 708-359-4630 _____

Contact Name

Phone Number

Fax Number

DSobol@Groot.com

Email Address

FEDERAL TAXPAYER ID NUMBER: 36-3527116

Bidder hereby certifies it is a: Proprietorship _____ Partnership _____ Corporation X

EXCEPTIONS

Groot, Inc. ("Contractor") offers the following items to be incorporated into the resulting contract and as exceptions to the Request for Proposal for Waste and Recycling and Composting Services (the "RFP") issued by the Wheaton Park District (the "District"). Contractor's proposal is subject to and contingent upon these exceptions. These items are intended to identify areas of concern and remain negotiable. Along with the exceptions is some explanation to provide the District with Contractor's thoughts behind such exceptions. Contractor's bid submission is contingent upon and subject to the exceptions and objections contained herein. Specifically, Contractor objects, and does not agree, to any provision of the RFP to the extent such would require a penalty, fine, fee or forfeiture of a bond in the event that the parties are unable to agree on, and ultimately enter into a contract, the terms of this RFP after good faith negotiations, including the objections and exceptions contained herein. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

- (1) Contractor takes a general exception to any requirement of the RFP requiring confidential, proprietary or otherwise privileged information, including financials, of the Contractor. Contractor is a subsidiary of Waste Connections, Inc. ("WCN"). WCN is a publicly traded company whose shares trade on the New York Stock Exchange. Periodic and annual financial information is reported to the U.S. Securities and Exchange Commission ("SEC"). Audited financial information is provided in WCN's annual Form 10-K and quarterly Form 10-Q filings with the SEC. Copies of WCN's periodic and annual filings are available online at www.sec.gov. Separate financial statements are not prepared for Contractor. To the extent that the foregoing financial information does not satisfy the requirements in the RFP, Contractor takes exception to such requirements.
- (2) Section E.1 of the Supplementary Conditions of the RFP shall be revised so that "written notice" may be completed via a nationally recognized overnight carrier or certified mail, return receipt requested. Additionally, the last sentence of Section E.1 shall be deleted in its entirety.
- (3) Section E.4 of the Supplementary Conditions of the RFP shall be deleted in its entirety. Additionally, any requirement in the RFP for Contractor to maintain Errors and Omissions insurance shall be deleted as it is not required for waste removal services
- (4) Contractor objects to Section F of the Supplementary Conditions of the RFP shall be deleted in its entirety and replaced with the following (added language underlined):

"To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), to the extent such is arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and

(ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. 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 Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, to the extent incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract."

- (5) Contractor objects to Section 8 of the Sample Agreement included in the RFP and requires the following be added to Section 8:

"Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the District and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste."

- (6) Contractor objects to Section 12(A) of the Sample Agreement and requires it be deleted in its entirety.
- (7) Contractor objects to Section 14 of the Sample Agreement and hereby incorporates its earlier objection to the indemnification language contained in the RFP Supplementary Terms.
- (8) Contractor objects to Section 17 of the Draft Agreement to the extent it would allow the District to escape liability for injury, damage, loss or costs caused by the District, its employees, subcontractors or agents.
- (9) In addition to the terms set forth in the RFP, the following concepts need to be incorporated into the final form of the resulting contract:

- a. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the District and the producer of the Excluded Waste, if the producer can be readily identified;

and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

- b. The District must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If the District fails to do so, Contractor may decline to collect such materials without being in breach of the contract. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.
- c. The rights granted to Contractor under the contract shall be exclusive. The District may, in its sole discretion, enforce the exclusivity provisions of the contract against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the contract against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the District shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor.
- d. Except in the case of Contractor' negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
- e. Notwithstanding anything herein to the contrary, to the extent supplied by Contractor, in the event that a waste container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the District (excluding normal wear and tear), the District will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
- f. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the customers and the District (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and the District shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and the District must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of non-hazardous solid waste.
- g. Notwithstanding anything herein to the contrary, Contractor may pass through and the District shall pay to Contractor any documented increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).
- h. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, epidemic, pandemic, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under the contract.

WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

Attachment "C"

REFERENCES (Must be Submitted With Bid. MUST SUBMIT FIVE (Within the past three 3 years)

1.	Project Name & Address:	Dopase Forest Preserve		
	Project Date:	11/1/21 - Present	Phone:	630-876-5914 / 630-876-5912
	Owner & Contact Name:	Bucky Bucholtz / Jason Burger		
	Contact Email Address:	bbucholtz@DopaseForest.org / jburger@DopaseForest.org		
	Description of Project:	Waste + Recycling All Forest Preserve Dupage 50+ Locations		
2.	Project Name & Address:	Fox Valley Park District		
	Project Date:	2003 - Present	Phone:	630-897-0516
	Owner & Contact Name:	Jarad Curry		
	Contact Email Address:	jcurry@foxvalleypark.org		
	Description of Project:	Waste / Recycling / Roll off 20 Locations		
3.	Project Name & Address:	Naperville Park District		
	Project Date:	10/18 - Present	Phone:	630-848-5035 630-848-5036
	Owner & Contact Name:	Amber Garry Admin Asst		
	Contact Email Address:	AGarry@napervilleparks.org		
	Description of Project:	Waste / Recycling / Roll off Multi Locations		
4.	Project Name & Address:	Dundee Park District		
	Project Date:	10/18 - Present	Phone:	224-242-2392
	Owner & Contact Name:	Mark Barrasa		
	Contact Email Address:	mbarrasa@DTPD.org		
	Description of Project:	Waste / Recycling / Roll off Multi Location		
5.	Project Name & Address:	Niles Park District		
	Project Date:	3/2008 - Present	Phone:	847-967-6633
	Owner & Contact Name:	Jim Madowski		
	Contact Email Address:	jimm@niles-park.org		
	Description of Project:	Waste / Recycling / Roll off Multi Location		
COMPANY NAME:		Groot Industries		

WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

Attachment "D"

(Must be Submitted With Bid)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder:

GROOT INDUSTRIES

Permanent main office address:

1330 GASKET DR., ELGIN, IL 60120

When organized:

WASTE CONNECTIONS FOUNDED 1997

If a corporation, where incorporated:

INCORPORATED ONTARIO CANADA

How many years you have been engaged in business:

GROOT HAS BEEN OPERATING 110 YEARS OR SINCE 1914

General scope of work or products supplies:

WASTE / RECYCLING / ROLL OFF / COMPACTOR SERVICES

Have you ever failed to complete any work awarded to you?

NO

If so, where and why:

Have you ever defaulted on a contract?

NO

Credit available: \$

Give Bank reference:

WELLS FARGO

Address (City, State, Zip):

1445 ROSS AVE STE 100, TX 75202

Phone:

(214) 940-1577

Will you, upon request, fill out a detailed financial statement and furnish any other information required by Wheaton Park District? YES

* SEE ATTACHMENT



06/27/2022

Please accept the following instructions as valid and verified by Fifth Third Bank for the purposes of wire and ACH/EDI transmissions.

ACH/EDI Payments

Acct Owner: Waste Connections US Inc
Account#: 7029135758
ABA#: 042000314

Wire Payments

Acct Owner: Waste Connections US Inc
Account#: 7029135758
ABA#: 042000314
SWIFT Code: FTBCUS3C (for international wires)
Institution: Fifth Third Bank
38 Fountain Square Plaza
Cincinnati, OH 45263

If you have any further questions concerning the validation of these instructions, you may contact us at 1-866-475-0729 Opt 3, Opt 1 or CommercialSupport@53.com.

Thank you for your cooperation,

A handwritten signature in cursive script that reads 'Embry Fura'.

Embry Fura
Treasury Management ClientCARE – Vice President\ Cleint Advisor manager
Fifth Third Bank

WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

Attachment "D" – cont.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Wheaton Park District in verification of the recitals comprising this Statement of Bidder's qualifications.

Dated at 1:37 pm this 12th day of March, 2024

Groot Industries

Name of Bidder

By Deborah Sobol

Title Mayor Act Manager

State of Illinois

SS.

County of Cook County

Deborah Sobol being duly sworn deposes and says that

he/she

is Mayor Act Manager of Groot Industries

Title

Name of organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 12th day of March, 2024

Michelle Lynn Spillman

Notary Public

My commission expires May 31, 2027



[Signature]

WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

Attachment "E"

(Must be Submitted with Bid)

VENDOR IDENTIFICATION FORM

If the Bidder is a corporation:

WASTE CONNECTIONS / GROOT
Name of Corporation

Name of Corporation

ONTARIO, CANADA

State in which Incorporated

Signature of Officer authorized
to make this agreement:

 BART VISSER
Signature of Officer/Printed Name

Signature of Officer/Printed Name

1330 GASKET DR., ELGIN, IL
Business Address 60120

Business Address

60120

847-429-7370

Telephone Number

If the Bidder is a partnership,
fill in the following blanks:

Name of Partnership-List Names

Signature of at least one partner:

Member of Firm

Business Address

Telephone Number

If the Bidder is an individual,
fill in all the following blanks:

Signature of Individual/Printed Name

Business Address

Telephone Number

Attachment "F"

(Must be submitted with bid)

CONTRACTOR COMPLIANCE AND CERTIFICATIONS

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

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

- 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,

WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

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 Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, 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 Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein 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

WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

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. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- L. 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 Wheaton 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)

COUNTY OF Cook County)ss

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that Deborah Sobol 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: 3-12-24

(SEAL)



(Notary Public)

WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

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

GROOT

Name of Contractor/Subcontractor (print or type)

BART VISSER DISTRICT MANAGER

Name and Title of Authorized Representative (print or type)

[Signature]

Signature of Authorized Representative

Dated: 4/20/2024

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

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated: _____

WASTE CONNECTIONS SUBSTANCE ABUSE PREVENTION POLICY

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WASTE CONNECTIONS SUBSTANCE ABUSE PREVENTION POLICY

I. INTRODUCTION

Waste Connections, Inc. (including each of its affiliated and subsidiary companies, referred to in this policy collectively as “Waste Connections” or the “Company”) is committed to protecting the safety, health, and well-being of its employees, customers, and all people who come into contact with its employees, workplaces, and property, and/or use its products and services. Drug and alcohol abuse impair judgment, performance and health. Empirical research clearly demonstrates that the effects of such abuse may linger long after an individual believes them to have worn off. Waste Connections’ goal, therefore, is to maintain a work environment that is free from the effects of substance abuse. For these reasons, the Company has established the following substance abuse policy.

II. APPLIES TO

- This policy applies to all employees of Waste Connections and its subsidiary and affiliated companies.
- Job applicants are subject to drug testing as a condition of hire.
- Contractors and vendors are generally not subject to drug and alcohol testing pursuant to Company policies; however, they must not engage in prohibited activity while at Waste Connections work sites or while performing services for Waste Connections.
- Employees or applicants for positions that are subject to U.S. Department of Transportation (“DOT”) regulations on substance abuse and testing must comply with this policy and with those rules.
- If any provision of this policy conflicts with provisions of a collective bargaining agreement, the bargaining agreement will control as to covered employees. Violations of this policy shall constitute just cause for discipline, up to and including discharge.
- If any provision of this policy differs from federal, state, or local law, this policy will be implemented in a manner that complies with the relevant law.
- If any employee’s employment relationship with the Company is governed by the terms of a Collective Bargaining Agreement (“CBA”) with a labor union, and any conflict exists between the provisions found in this policy and the CBA, the CBA shall control.

Questions about this policy may be directed to your Regional Human Resources Manager or Region Safety Manager.

III. DRUG AND ALCOHOL RULES

A. Illegal Drugs

- Waste Connections strictly prohibits the illegal use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation, and/or transfer of drugs, drug paraphernalia, inhalants, and intoxicants.
- This prohibition on illegal activity applies not only during working hours and while on Waste Connections-owned or occupied premises, but extends to all illegal activities involving drugs.
- Employees are prohibited from working with illegal drugs in their systems.
- Employees who test positive, who are convicted of charges involving illegal drugs, or who violate Waste Connections' Substance Abuse policy in any way will be subject to disciplinary action, up to and including termination. Waste Connections requires employees to report any arrest or conviction based on allegations that the employee has engaged in illegal drug activity. Reports must be made within 24 hours or before next reporting to work, whichever is sooner, and should be directed to the Regional Human Resources Manager. Arrests or convictions will not necessarily affect an individual's employment with Waste Connections; however, misleading the Company about, or failure to report, such arrests or convictions will be considered an integrity issue, and may lead to discipline, up to and including termination.
- The term "illegal drugs" or "illegal use of drugs" includes any substance made illegal to use or possess as a matter of federal, state, or local law. "Illegal drugs" also includes the misuse of products not intended for human consumption, such as inhalants and synthetically created drugs (for example, "bath salts"). The use of prescription medication by a person other than for whom prescribed is illegal, as is the use of an otherwise lawful medicine used other than as prescribed. Marijuana remains illegal to use or possess as a matter of federal law, and therefore, the use and possession of marijuana and marijuana products is prohibited by this policy, even in jurisdictions that have approved the use of these substances for medical and/or adult recreational purposes.
- The possession of paraphernalia that may be used in connection with illegal drug activity is also prohibited on Company premises or while the individual is representing Waste Connections. "Paraphernalia" may include, for example, material, equipment, or items used or designed for use in testing, packaging, storing, injecting, ingesting, inhaling, or otherwise introducing into the human body an illegal drug.

- This policy does not prohibit employees from the lawful use and possession of prescribed or over-the-counter medications. See the section on Prescription Medications, below.

B. Alcohol

- Waste Connections prohibits the use or possession of alcohol while working. "Working" includes, but is not limited to, during a scheduled work day, including meal or break periods; while on-call; and while operating a Waste Connections-provided vehicle.
- The use or abuse of alcohol off the job that impairs performance on the job may subject the employee to disciplinary action. For example, individuals whose driving privileges are limited because they have violated laws against the use of alcohol while operating a motor vehicle may be subject to termination. Waste Connections requires any employee whose job responsibilities include driving to report if he or she is arrested, charged and/or convicted of alcohol-related misconduct. Reports must be made within 24 hours or before the employee reports to work, whichever is sooner, and should be directed to the Regional Human Resources Manager. Arrests, charges and/or convictions will not necessarily affect an individual's employment with Waste Connections; however, misleading the Company about, or failure to report, such arrests or convictions will be considered an integrity issue, and may lead to discipline, up to and including termination.
- Employees are prohibited from working with alcohol in their systems. A test showing the presence of .02 percent or more alcohol in an individual's system is considered proof that the individual has violated this policy.
- On occasion, Waste Connections will authorize the use of alcohol at Company-sponsored or approved functions. Employees who choose to drink alcohol at such an event are expected to exercise good judgment and to refrain from becoming intoxicated or impaired. Regulated drivers must not consume alcohol within four hours of a scheduled work period regardless of this policy, and no employee should consume alcohol if he or she is expected to return to work performing safety-sensitive functions such as driving or operating machinery. Use of alcohol pursuant to this exception will not excuse a positive alcohol test conducted under this or the Waste Connections DOT Drivers' Substance Abuse Policy.

C. Prescription Medications & Other Products

- When a physician prescribes the use of prescription or over-the-counter drugs, or when over-the-counter drugs bear warnings about side effects that may affect job performance, each employee is required to ask his or her health care provider

whether such drugs may adversely affect the ability to safely perform assigned duties, and/or consult the package dosing instructions and warnings regarding possible impairment while using the medication.

- An employee must advise his or her immediate supervisor prior to reporting for work if he or she is taking a medication that may adversely affect the employee's ability to perform his or her assigned duties safely. The employee need not identify the medicine used or the condition being treated unless asked to do so by a Human Resources professional (for purposes of evaluating the employee's fitness for duty, benefits eligibility, and possible job accommodations). If there is any question concerning the employee's ability to perform safely, the employee will be assigned other work, if, in the sole discretion of management, such duties are appropriate and available, or the employee will be provided transportation home.
- The use of marijuana and marijuana products are prohibited by federal law, and therefore, the use and possession of these products is inconsistent with Waste Connection's Substance Abuse Policies, even where used pursuant to a state-approved medical marijuana program. Waste Connections will accommodate individuals who participate in medical marijuana programs only to the extent required by law, while keeping our #1 value of safety at the forefront. Under no circumstances, however, will Waste Connections permit the possession or use of marijuana or marijuana products on work premises or during work time.
- Similarly, the possession or use of products and medicines acquired outside the United States which are unlawful to use in the United States will not excuse a violation of Waste Connections' substance abuse rules.
- Information regarding an employee's health condition and/or legitimate use of medications will be treated as confidential, and shared within the Company only on a need-to-know basis.
- Safety is our priority. A failure to investigate and observe warnings about the effects of any medication on the individual's ability to perform safely will subject the individual to discipline, up to and including termination.

D. Discipline

Employees in violation of this policy may be subject to discipline, up to and including termination, even for a first offense. Job applicants in violation of this policy will not be hired. Contractors and vendors who violate this policy will be removed from the premises and may be prohibited from performing work for Waste Connections.

At its option, or where required by law, Waste Connections may require an employee who has violated this policy to enter into a Return-to-Work Agreement that includes an

employee commitment to participate in and complete successfully a prescribed and approved drug or alcohol abuse assistance program as a condition of continued employment.

IV. EMPLOYEE ASSISTANCE RESOURCES

Waste Connections encourages employees to seek assistance with drug and/or alcohol concerns and will assist and support employees in locating services and rehabilitation programs that emphasize education, prevention, counseling, and treatment.

- Waste Connections encourages employees who may have concerns about substance abuse to seek assistance before the employee violates this or another Waste Connections policy, resulting in disciplinary action. An employee's decision to seek help voluntarily (before the individual is asked to submit to a drug or alcohol test, tests positive, and/or before the individual becomes the focus of an investigation involving possible violations of this Policy) will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave, as appropriate. Please be aware, however, that a decision to seek treatment can neither absolve nor protect individuals from the consequences of failing to meet performance expectations or for engaging in policy violations. Waste Connections urges employees to seek assistance before substance abuse problems affect job performance.
- A person's decision to seek help will be treated as confidential, and communicated only to those Waste Connections employees and agents with a need to know.
- Waste Connections offers employees (and their dependents) access to an Employee Assistance Program ("EAP"). The EAP can provide confidential assistance with alcohol or drug concerns, including an evaluation for substance abuse dependence and referral to education and/or rehabilitative services, when appropriate. Employees' health insurance may cover a portion of the costs of treatment. Moreover, employees may be eligible for a leave of absence to participate in such a program. Employees may contact their Human Resources representative for information on employee benefits eligibility, or may access information on The Can via the Human Resources / Benefits page.
- Employees may be asked to sign a Return to Work Agreement which will be tailored to the individual's circumstances. After the employee's treatment professional has released the employee to return to work, the employee may be required to take and pass a return-to-work drug and/or alcohol test before resuming work. In addition, the employee may be required to submit to unannounced follow-up drug and/or alcohol tests.

V. FEDERAL DRUG-FREE WORKPLACE ACT COMPLIANCE

Waste Connections operations are sometimes subject to the requirements of the federal Drug-Free Workplace Act of 1988 by virtue of the Company's contracts to provide goods or services to the United States government, and may be subject to similar state laws in certain jurisdictions. As part of its program to comply with those laws (if applicable), Waste Connections has implemented the following policies:

A. Criminal Convictions

- All employees are required to notify Waste Connections immediately, and in any event not later than the next business day, if they are arrested for or convicted of a crime involving drugs or alcohol. A conviction means a finding of guilt, including a plea of guilty or no contest, or imposition of sentence by any federal, state, or local authority.
- If the employee is convicted of a crime involving illegal drugs while performing services funded by or for the federal government, Waste Connections will within 5 days inform the relevant contracting officer of the conviction and take appropriate disciplinary action within 30 days.
- Although arrests and convictions will not automatically lead to discipline, off-duty conduct that violates this policy may have a bearing on an employee's continued suitability for the job.

B. Drug Education & Awareness Program

- Waste Connections will periodically provide information to employees on the effects and dangers of drug and alcohol abuse, the resources available to employees through Waste Connections and in the community to address substance abuse and dependence, and information about the provisions of, and consequences of, violating this policy.
- Supervisors will be trained to recognize the signs and symptoms of substance abuse.

C. Acknowledgment of Receipt

- Employees will be required to sign a receipt and/or electronically acknowledge that they have received this policy.

VI. DRUG TESTING

Waste Connections may test job applicants and employees for illegal drugs and/or alcohol as described below. Tests may seek the presence of one or all of the

following substances: amphetamines (including methamphetamine, Ecstasy, Eve, MDA, MDMA); barbiturates (Darvon and some sleep aids); benzodiazepines (Valium, Xanax); cocaine ("crack," "blow,"); marijuana ("weed," THC, "edibles") and synthetic marijuana ("spice" "K2"); methadone; opiates (including codeine, heroin, and morphine); opioids (oxycodone, hydrocodone, hydromorphone, Vicodin); phencyclidine (PCP); propoxyphene (Darvocet); and alcohol.

A. Pre-Employment Testing

Job offers will be contingent upon the individual taking and passing a drug test before commencing work. Applicants for DOT-regulated positions may be subject to both DOT pre-employment tests and a Waste Connections test.

Employment offers will be withdrawn whenever an applicant receives a verified positive test result or refuses to participate in the testing process. Behavior designed to frustrate the testing process, such as attempting to adulterate, dilute, substitute or damage the test sample also is considered a refusal to test.

Job applicants who receive a negative, but dilute urine test result will be asked to submit another specimen for testing. An alternative specimen, such as oral fluids or hair may be used. If urine is used, a second negative dilute test result will be considered a negative test.

B. Reasonable Suspicion Testing

When Waste Connections management has reason to believe that an employee has violated this policy, the employee may be asked to submit to a reasonable suspicion drug and/or alcohol test. Requests for reasonable suspicion tests will be based upon reasonably current observations of the individual's behavior or performance, or other indication that this policy may have been violated.

- Examples of observations or facts that may trigger a request to submit to a reasonable suspicion test include, but are not limited to, one or more of the following: observed suspected drug or alcohol abuse or misuse; bizarre or erratic behavior, including unexplained violations of safety rules, unexplained change in job performance, or a pattern of conduct that indicates substance abuse may be a problem; observed suspected possession of alcohol, illegal drugs or drug paraphernalia while working or on work premises; information provided by either a reliable and credible source or which is independently corroborated; and/or a physical appearance, smell, or symptoms which may indicate drug or alcohol use or abuse.
- DOT regulated drivers will be subject to reasonable suspicion testing as required by the regulations and to testing as required by this Policy. Where Waste Connections

management has reasonable suspicion to believe a driver is in violation of this Policy, and no DOT test is required (the driver is not scheduled to perform regulated work, for example), then a reasonable suspicion test will be conducted only per this Policy.

- Employees asked to submit to reasonable suspicion testing will be transported to and from the collection or testing site. The employee will be placed on administrative suspension pending the outcome of the test and any related investigation.

C. **Post-Accident Testing**

Any safety-sensitive employee who is involved in a serious vehicle or yellow iron accident while at work, while on duty or while operating a Company-provided vehicle will be asked to submit to a post-accident drug and/or alcohol test as part of Waste Connections' investigation of the incident, if the employee's acts may have caused or contributed to the events that led to the accident.

- A "serious accident" is defined as one which causes significant property damage. Significant property damage includes that which is estimated at the time to be worth in excess of \$5000, or in the case of a vehicle accident, which causes any vehicle disabling damage necessitating the transport of the vehicle from the scene by another vehicle; or medical treatment beyond simple first aid is sought.
- A "safety-sensitive" employee, for purposes of this policy, may include, but is not limited to, any employee who must, as an essential function of his or her job, operate yellow iron or any vehicle on behalf of Waste Connections or who must operate or assist in operating any other machinery other than common office machines.
- Only employees whose acts or failure to act could have caused or contributed to the accident will be tested. All such employees will be subject to testing.
- All such tests will be conducted as soon as possible after Waste Connections learns of the accident, but after any necessary emergency assistance has been obtained and/or first aid provided. In most cases, post-accident alcohol tests will be completed within 8 hours and post-accident drug test samples collected within 32 hours of the incident. Employees must refrain from using alcohol and should remain readily available for a test following an accident, or they may be considered to have refused the test.
- Where practical to do so, the Company shall arrange for transportation to and from the collection or testing site.
- DOT regulated drivers will be subject to post-accident testing in accordance with those regulations and to testing as required by this Policy. Where a driver is involved in a serious accident as described above, and no DOT test is required,

the driver will be subject to testing only per this Policy.

- Employees subject to post-accident testing will be placed on administrative suspension pending the outcome of the testing process and completion of any related investigation into the causes of the incident.

D. **Return to Work and Follow-Up Testing**

On occasion, Waste Connections may permit employees who violate this policy to seek assistance in lieu of termination. Employees extended this opportunity will be asked to agree to a Return to Work Agreement that requires the employee to:

- Submit to an evaluation by a qualified substance abuse treatment professional and participate in any course of treatment prescribed for that employee; and
- After the treatment professional has released the employee to return to work, the employee must take and pass a return-to-work drug and/or alcohol test; and
- Once returned to work, submit to unannounced follow-up drug and/or alcohol tests for at least one year (and up to 60 months, or 5 years, for DOT drivers).
- Other return-to-work requirements may be imposed as appropriate for that employee.

E. **Random Testing**

Employees who hold safety-sensitive jobs may be subject to random drug and/or alcohol testing.

- “Safety-sensitive” employee, for purposes of this policy, may include, but is not limited to, any operational employee who must, as an essential function of his or her job, operate yellow iron or any vehicle on behalf of Waste Connections or who must operate or assist in operating any other machinery other than common office machines.
- Employees subject to this requirement will be notified at the time they are offered a position subject to testing, when they transfer to a covered position, or when their job becomes subject to such testing.
- Employees will be selected for random testing by an outside testing administrator on a random basis using a neutral selection process, such as a random number generator.
- Notification to report for testing may come at any time the employee is working

and will be spread reasonably throughout the year. Employees selected for testing must immediately proceed to the collection site, and a failure to comply may be considered a refusal to test.

- DOT regulated drivers are considered to be safety-sensitive, and will be subject to random drug and alcohol testing in accordance with DOT regulation. In addition, those drivers will also be subject to random drug tests per this Policy, and will be entered in the Waste Connections' random selection pool for safety-sensitive workers as well as the DOT random selection pool.

All employees subject to random testing under this policy will be so notified at the time of their hire or at the time such requirements become applicable to them.

F. **Customer-Requested Testing**

On occasion, employees may also be subject to additional drug and/or alcohol testing requirements as a condition of performing work for a Waste Connections customer or before being granted access to customer premises. Employees subject to customer-required tests that are in addition to any testing described in this policy will be notified of those requirements at the time they are assigned to a position that requires such testing, or when customer requirements become applicable to their position.

VII. **DRUG & ALCOHOL TESTING METHODS**

Waste Connections' drug and alcohol tests are conducted under circumstances designed to ensure the accuracy and integrity of the testing process.

A. **Consent**

No sample will be collected, nor test conducted on any sample, without the consent of the person being tested. However, a refusal to submit to a test when asked will be viewed as willful insubordination and will subject the individual to termination, and conditional offers of employment will be withdrawn. Waste Connections will pay the costs of all drug and/or alcohol tests it requires of employees and applicants. Time spent engaged in the testing process is compensable work time for employees.

B. **Collection and Chain-of-Custody**

- Persons being tested will be asked to provide a test sample to the collection site technician. Procedures for the collection of specimens will allow for reasonable individual privacy. Drug test specimens may include urine, oral fluids, or hair, at the Company's discretion.
- If you are in need of an accommodation to participate in the testing process, you should notify a Company HR Representative as soon as possible.

- Urine specimens will be tested for temperature. The collection site technician and the person being tested will follow chain-of-custody procedures for specimens at all times. The specimen will be split and one portion saved for re-testing, if needed.
- If an individual produces a urine specimen that is negative, but dilute, the individual will be asked, without prior notice, to produce another specimen for testing. If an individual's second test is also dilute, Waste Connections will consider it a negative test. Employees or applicants may be asked to submit a hair or oral fluids sample for testing when a urine specimen is reported to be dilute.
- On occasion, Waste Connections may require individuals to produce a urine specimen for testing subject to an observed collection. Observed collections may be required when an individual has previously violated this policy or when the collector has reason to believe the individual has engaged in conduct suggestive of attempts to adulterate, substitute, or otherwise tamper with a test specimen. Observed collections, when utilized, will be conducted under the observation of a trained same-gender observer.
- When a DOT-regulated driver subject to DOT drug and alcohol testing requirements is selected for testing, any required DOT drug and/or alcohol specimen collection or testing will be completed before any Waste Connections sample collection or testing is begun.

C. **Drug Tests**

- All drug test samples will be subject to a screening test and all presumptive positive drug tests will be subject to a second, confirmatory test using gas chromatography/mass spectrometry (GC/MS). This method looks at the molecular structure of the substance detected and eliminates the possibility of a false-positive result.
- Additional tests to assist in validating the sample (i.e., to determine the presence of adulterants, masking agents, dilution, etc.) may be conducted. However, tests are designed to seek only information about compliance with this policy, and the presence of drugs and alcohol (or their metabolites) in an individual's specimen. Specimens will not be tested for evidence of any medical condition.
- All confirmatory drug tests will be performed by a laboratory certified by the U.S. Substance Abuse and Mental Health Services Administration to conduct federal workplace testing.

D. **Alcohol Tests**

- Breath and/or saliva tests ordinarily will be used to detect the presence of alcohol. Regardless of the sample used, an alcohol test will be considered positive if it shows the presence of .02 percent or more alcohol in a person's system.
- All initial positive tests will be confirmed by a second, confirmatory test. Confirmatory breath tests are performed and confirmed at the collection location, generally within 15 and 30 minutes after the initial test. Specimens other than breath may be forwarded to a laboratory for confirmatory testing.
- Positive breath-alcohol tests will be reported to Waste Connections immediately after they are confirmed.

E. **Medical Review and Right to Rebut**

- Any individual who tests positive for drugs will be contacted by a Medical Review Officer (MRO) (a medical professional with an expertise in toxicology) and offered the opportunity to explain in confidence any legitimate reasons he or she may have that would explain the positive drug test (such as, for example, evidence that the individual holds a prescription for the substance detected) or otherwise rebut the test result. The MRO may also review suspected adulterated, substituted, and dilute specimens and make determinations about their validity.
- If the individual provides a medical explanation acceptable to the MRO that the positive drug test result is due to factors other than exposure to illegal drugs, the MRO will order the positive test result to be disregarded and will report the test as negative. Otherwise, the MRO will verify the test as positive and report the test result to Waste Connections.
- Individuals will be provided with a copy of their own non-negative test results.
- An individual who tests positive for drugs may ask the MRO to have his or her sample sent to an independent certified laboratory for a second confirmatory test, at the individual's expense, and provided that the request is made within seven business days of the date the MRO informed the individual of the positive test result. Waste Connections may suspend, transfer, or take other appropriate employment action against the employee pending the results of any such re-test.
- If the individual occupies a safety-sensitive position, an MRO may advise Waste Connections to seek a fitness-for-duty evaluation if it appears that the individual is using a lawful substance that is likely to interfere with that individual's ability to

work safely.

VIII. CONFIDENTIALITY

All records relating to positive test results, drug and alcohol dependencies, fitness for duty evaluations, and medical information revealed to Waste Connections and/or its MRO shall be kept confidential, and shared within Waste Connections and to its agents charged with implementing this Policy only on a need-to-know basis. Any records in Waste Connections' possession will be kept in secure files separate from personnel files. Test results will not be released outside Waste Connections without the written consent of the tested individual, except when related to an administrative proceeding or court claim brought on the individual's behalf, or as otherwise may be required by law or legal process.

IX. REFUSING A TEST

An individual's refusal to submit to drug and/or alcohol testing will be considered willful insubordination, and will result in termination of employment. Attempts to tamper with, substitute, adulterate, dilute or otherwise falsify a test sample or to disrupt the testing process are considered refusals to submit to a test, as is a failure to appear at the testing location promptly after being asked to submit to a test, to remain available after being notified to submit to a test, or to remain at the collection and testing location through the completion of the collection and/or testing process.

X. SEARCHES

Waste Connections will notify law enforcement whenever it discovers any suspected illegal contraband, and will follow law enforcement's direction on how to proceed.

See Waste Connections' general policy on Company Property and searches for details.

XI. COMPLIANCE WITH APPLICABLE LAWS

Implementation of the drug and alcohol testing provisions of this policy may vary in certain states and localities, or as noted above, as a result of collective bargaining commitments. Waste Connections will administer this policy, including all drug and alcohol testing provisions, in a manner that complies with applicable federal, state and local laws.

XII. LOCAL DESIGNATED EMPLOYER REPRESENTATIVE

The local alcohol and drug program administrator designated to monitor, facilitate, and answer questions pertaining to these procedures is generally the District Manager over each operating location. If any employee has any questions about the program or this policy, he or she should contact the District Manager or Regional Human Resources representative.

ACKNOWLEDGMENT:

I hereby certify that Waste Connections has provided me with a copy of its Substance Abuse Prevention Policy; that I have read and understand the policy, and that I agree to abide by the policy. I also understand that this policy is not intended to, and does not, create a contract of employment.

By checking the below box, I acknowledge that I have read and understand the aforementioned policies, links, and/or documents. I also agree and authorize this electronic submittal to serve as my legal signature for these documents.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Groot, Inc.
1330 Gasket Drive
Elgin, IL 60120

OWNER:

(Name, legal status and address)

Wheaton Park District
1000 Manchester Road
Wheaton, IL 60187

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices
1411 Opus Place, Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

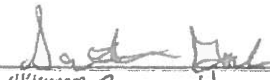
Waste Removal, Recycling and Composting Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of March, 2024


(Witness) Samantha Gordon


(Witness) Heather A. Robinson

Groot, Inc.

(Principal)

(Seal)

By:


(Title) Ronald J. M. Heistadt
President and Chief Executive Officer
Berkley Insurance Company

(Surety)

(Seal)

By:


(Title) James I. Moore Attorney-in-Fact



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. B1-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: James I. Moore

Surety Bond No.: Bid Bond
Principal: Groot, Inc.
Obligee: Wheaton Park District
Amount of Bond: See Bond Form

HUB International Midwest Limited
Downers Grove, IL

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.

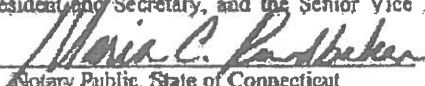
(Seal)  Attest:
By 
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By 
Jeffrey M. Hafler
Senior Vice President

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDKREN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024


Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21st day of March, 2024

(Seal) 


Vincent P. Forte

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On MARCH 21, 2024, before me, Diane M. Rubright, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Berkley Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2027

Diane M. Rubright
Diane M. Rubright, Notary Public
Commission No. 817036



