AGREEMENT FOR WASTE REMOVAL SERVICES

This Agreement for Waste Removal Services (the "Agreement"), made this <u>for</u> day of <u>July</u>, 2015, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 E. Wesley Street, Wheaton, Illinois, and Waste Management of Illinois, a Delaware corporation authorized to conduct business in Illinois (the "Contractor"), with its principal place of business at 780 N. Kirk Road, Batavia, IL 60510 Illinois, 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: Trash Removal (the "Work"), as indicated in the Project Manual for Waste Removal Service, dated May 12, 2015, attached to and incorporated as part of this Agreement as **Exhibit A** (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 June 9, 2015, attached to and incorporated as part of this Agreement as **Exhibit B**, Contractor's Compliance and Certifications Attachment, 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 one (1) year, commencing on August 1, 2015 and expiring on July 31, 2016, unless terminated earlier pursuant to the terms of this Agreement (the "Initial Term"). This Agreement may be renewed by the Park District for two (2) additional one (1) year periods as follows: a) commencing on August 1, 2016 and expiring on July 31, 2017 ("Second Term"); and b) commencing on August 1, 2017 and expiring on July 31, 2018 ("Third Term") (collectively, the Initial, Second and Third Term shall be referred to as the "Term"), for the Contract Sums specified in Section 5 of this Agreement and upon such other conditions as the Parties mutually agree.

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

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement as follows:

A. Initial Term: Annual Total of Forty-one Thousand One Hundred Fifty-nine and 56/100 Dollars (\$49,159.56), payable in twelve (12) monthly installments. This Contract Sum may be adjusted based on the cost per yard or cubic yard in accordance with Contractor's Bid Form in the event the trash pick-up schedule increases or decreases in frequency from the estimated number of pick-ups specified in the Project Manual.

B. In the event this Agreement is renewed for two additional terms, the maximum percentage increase applied to all unit costs shall be as follows:

i. Second Term: 3% ii. Third Term: 3%

6. Payment

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 et seq.).

7. Cleaning Up

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

8. Title

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

9. Safety of Persons and Property

A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- i. employees engaged in the Work and other persons who may be affected thereby; and
- ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except 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. 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 and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice 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.

(ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit or creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the Agreement shall automatically terminate.

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.

11. Insurance

Contractor will procure and maintain during the Term the insurance coverages provided in **Exhibit D**, attached to and incorporated by this reference in this Agreement, 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.

12. Indemnification

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit D.**

13. 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.

14. 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, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party 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.

15. 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.

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

17. 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.

18. 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.

19. 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.

20. Notices

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

If to Park District:

Wheaton Park District

102 E. Wesley Street Wheaton, IL 60187 (Fax) 630-665-5880

Attention: Executive Director

If to Contractor:

Waste Management of Illinois, Inc.

780 N. Kirk Road Batavia, IL 60510 (Fax) 630-879-0930 Attention: Greg Kadlec

21. 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.

22. 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.

23. 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:
Ву:
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WASTE MANAGEMENT OF ILLINOIS, INC.

BY:

GROO KADLEC, SALES MANAGER

Attest:

Devis M. GODD, Account Mosuper 643514

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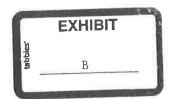


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Statement of Qualifications

Waste Management is the largest publicly owned company providing integrated environmental services in North America and the industry leader in providing comprehensive waste management services. Waste Management serves commercial, industrial, municipal, and residential customers throughout the United States and Canada.

Waste Management is headquartered in Houston, Texas, employs 42,700 people and operates an extensive network that includes:

- 262 Active solid waste landfill disposal sites
- 5 Hazardous waste landfill sites
- 390 Collection operations
- 137 Beneficial-use landfill gas projects
- 140 Material recovery facilities, including 50 single stream recycling facilities
- 310 Transfer stations
- 36 Organics processing facilities

These resources allow Waste Management to offer a wide range of environmental services to almost 21 million customers nationwide.

Waste Management's resources and organizational structure make it possible to respond quickly and tailor our services to meet the Wheaton Park District's needs. Waste Management makes a total commitment to environmental compliance, assuring our customers that their wastes will be managed safely, in compliance with laws and regulations, and, most importantly, in a manner protective of the public's health and natural resources.

Waste Management understands that value is the top priority of local government. In today's economy, budgets are constricted and we all have to watch the bottom line. Yet, the value that residents place on waste management services often ranks higher than even police and fire in surveys. Research shows that residents will hold their elected officials accountable when their waste management needs are not being met. There is little that gets neighbors talking like poor collection service.

We also live in an era where ordinary citizens are more informed and concerned than ever about what happens to the material they no longer need once it leaves their home. Residents expect and demand efficient and responsible waste and recycling collection services; and governments across the country recognize that they cannot afford not to respect this trend.

The bottom line? Waste Management has the knowledge, experience, and resources to provide the most reliable and responsible environmental service available. That is why we will commit to do so in an expedited and efficient manner.

Financial Strength

Waste Management's financial strength stems from its position as the leading provider of comprehensive waste management services in North America. Waste Management has implemented a business strategy to enhance its leadership role in the industry.

A company's future viability is directly related to its current financial strength. Waste Management's financial strength allows us to continue investing in areas that are necessary for continued market leadership, such as:



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- Maintaining a dedicated focus on safety and compliance excellence
- Implementing new initiatives to enhance customer service
- Developing long term customer relationships
- Attracting and keeping the best employees
- Managing data and improving communication

Revenue in 2014 was \$13.99 billion, and Waste Management has an asset base in excess of \$21.4 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. Waste Management's financial strength is the foundation for its commitment to serve its customers, perform its obligations, and protect the environment in carrying out its broad waste management services.

Waste Management has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A- by Standard & Poor's, BBB by Fitch, and Baa2 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for Waste Management is characterized as stable. Waste Management has about \$10.0 billion of debt outstanding.

Waste Management's financial strength, as summarized above, gives its customers the comfort of knowing that Waste Management can and will fulfill its obligations.

- The foundation of Waste Management's offer lies in our commitment to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- Waste Management offers the most extensive network providing waste management services in North America, including: transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.

Waste Management's financial strength helps make it a leader in the in the environmental services industry, and Waste Management is committed to maintaining that strength. Our audited financial statements for 2014 follow. Our full financial reports are available on the company's website at: www.wm.com.

Waste Service

As North America's leading provider of comprehensive waste management services, we partner with cities to minimize waste and lower costs while creating environments that foster sustainability and safeguard the health and safety of residents. Waste Management can customize collection programs for the Wheaton Park District with a range of container types and sizes. And, you can count on our well-trained drivers for reliable, on-time collections.

Right-Sizing Service

"Right-sizing" means understanding the needs of neighborhood and facility and selecting the correct container size and frequency of service. The process also includes evaluating seasonal and cyclical factors that may affect waste volumes. Many customers learn through the right-sizing process that their previous waste service provider was either over- or under-servicing many of their locations. Over-servicing results in unnecessary expenses, while under-servicing results in costly extra-pickup charges or overfilled and unsightly containers. Waste Management's right-sizing efforts are designed to provide Wheaton Park District with the precise level of service they need at any particular time.



Recycling Service

Waste Management can customize a recycling program for you that maximizes collection and recycling of paper products, plastic, bottles, glass, metals and other acceptable items. As one of North America's largest recyclers, Waste Management uses the latest sorting technologies, and we can optimize your budget and create a positive impact in the Wheaton Park District.

Single Stream Recycling

It is technology that allows all recyclables to be placed into a single container for collection and processing, and is then sold as raw material used to create commodities like newsprint paper, office paper, cardboard, plastic for bottles, and steel and aluminum for cans. With single stream recycling, there is no sorting into separate bins and no use of multiple collection vehicles — in other words, one container, and one truck to pick it upl This results in:

- Less confusion over what goes in which bin, making recycling convenient
- Increased recycling rates and yields compared to dual- or multi-stream programs
- · Fewer trucks visiting the campus site, resulting in the reduction of greenhouse gases

As one of North America's largest recyclers, Waste Management uses the latest sorting technologies, and we can optimize your budget and create a positive impact in the Wheaton Park District.

Recyclables Specifications

The following are materials that Waste Management of Illinois, Inc. will accept in the recycling program. These Recyclables must be loose, not bagged:

Aluminum food and beverage containers - empty	Glass food and beverage containers - brown, clear, or green - empty
Ferrous (Iron) cans - empty	PET plastic containers with the symbol #1 - with screw tops only - empty
HDPE natural rigid plastic containers with the symbol #2 (milk and water bottles) - empty	HDPE pigmented rigid plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Rigid plastic tubs or containers with symbols #3, #4, #5, #6, #7 - empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

Any material not a listed Recyclable is a Non-Recyclable.

Non-Recyclable Materials include but are not limited to:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered



Plastic bags Coat hangers Expanded polystyrene or polystyrene foam (e.g., Films (e.g., plastic grocery bags) foam packing peanuts) Household items such as cooking pots, toasters, Glass cookware/bake-ware etc. Flexible packaging and multi-laminated materials; Wet fiber foam products Fiber containing, or that has been in contact with, food debris or other contaminating **Excluded Materials** material Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's Any recyclable materials, or pieces of recyclable property, its personnel or the public; and/or materials, less than 2" in size in any dimension (b) that may materially impair the strength or the durability of the Company's structures or equipment.

Safety

At Waste Management, safety is far more than just a program or strategy. It is a core value, a cornerstone of operational excellence. It is a philosophy that is embedded in the way we work, the decisions we make, and the actions we take. With 42,700 employees and about 32,000 trucks on the road every day, we fully recognize the responsibility to hold ourselves to the highest standards for the protection of our customers, our employees, and the communities we serve. Our goal is to attain world-class safety and, more importantly, to be the safest company in our industry.

According to Waste Management's safety vision statement:

Safety is equal to all other key components of successful performance. Each employee is responsible for safe behavior. Each employee is personally accountable for:

- Promoting a safe environment
- Maintaining a zero tolerance for unsafe actions and decisions
- Directly participating in all aspects of safety programs

Since the launch of the Mission to Zero (M2Z) program - an initiative that promotes zero tolerance for unsafe behaviors and actions - Waste Management has made dramatic improvements in key areas, including those monitored by the Occupational Safety and Health Administration (OSHA).

Waste Management is continuing to drive and lead the environmental services industry with strong safety statistics. Waste Management has standardized industry safety measurements and requirements across our more than 1,100 sites to ensure that we protect our customers, our employees, and the public.

The cornerstone of M2Z is a comprehensive training program that provides classroom and on-the-job instruction in safety fundamentals for supervisors, drivers, and helpers. M2Z seeks to enhance understanding, change behaviors, and develop company leaders who can make a difference and train and lead others.

Additionally, the company makes extensive use of route observations to confirm that drivers are following all applicable laws and procedures. This observation process is used by managers to evaluate the work practices used by drivers and helpers on the job. This process is critical to the company's



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ability to correct unsafe behavior and recognize outstanding safety performance. Observations increase safety awareness and hold everyone accountable for safe behavior across the company.

Mission to Zero is the roadmap of who we are and how we will operate as we work to achieve worldclass safety. Through the new processes and procedures it brings, health and safety goals are transformed into measurable results that have a positive impact on the lives of thousands of people.

Waste Management's Waste Watch

Waste Management's Waste Watch is a neighborhood watch program that helps protect the safety of your Wheaton Park District and the community. Because Waste Management's crews maintain regular routes on your streets and collect trash often behind buildings, we have the opportunity to notice anything that might be out of the ordinary. The alert eyes of our trained drivers can help mitigate an accident by calling local authorities before a small situation becomes a big issue. It is our goal to keep the environments we work in as safe and strong as possible.



Our drivers have the necessary tools to quickly communicate with the Waste Management dispatcher, allowing suspicious or unusual activities to be reported immediately. Our partnership with your local police and emergency services agencies means that our drivers have received the necessary training on what to look for, how to react, and how to report any incidents. This makes our drivers extremely well positioned and equipped to serve as extra eyes and ears for local emergency response organizations.

There is no charge for this value added service.

Since its debut, Waste Watch has received national acclaim for its support of law enforcement, emergency services, Highway Watch, Neighborhood Watch and similar programs. It has also earned recognition from municipalities and organizations.

Customer Service

Waste Management will take all the necessary steps to provide a satisfactory response to all questions or complaints. We will:

- Maintain a local office at 780 N Kirk Road, Batavia and local phone number 800 796 9696 where our staff will be available to receive and respond to questions or complaints. The office hours will be from 8 AM to 5 PM on regular collection days.
- Equip each collection vehicle with communications technology to be able to respond to a
 missed collection or complaint on the collection day. All of our collection trucks have radios,
 which ensure constant communication between drivers and customer service and
 operations/dispatch personnel. This expedites all customer service requests and allows
 customer service representatives to contact the driver during the time of the call, obtain the
 information needed and provide an answer to the customer before they hang up the phone.
- Respond promptly and courteously to all complaints. In the case of alleged missed collections, Waste Management will investigate and, if the allegations are verified, will arrange for a pickup of the missed collection within 24 hours.

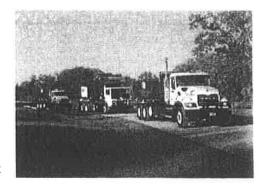


Equipment

Fleet

With more than 32,000 collection and support vehicles on the road throughout North America, our trucks are a familiar sight. As they make their rounds, our trucks use fuel and generate greenhouse gases and other emissions. We're committed to reducing the environmental impacts of these vehicles.

Waste Management's fleet vehicles are painted in a uniform color and are easily identifiable with the company's branding. Vehicles are marked with unique unit identification numbers on both each side and the rear of



each vehicle with lettering. Waste Management maintains detailed records of each collection vehicle. All vehicles are meticulously maintained to ensure a clean and orderly appearance, as well as good working condition. Waste Management's fleet vehicles feature the following onboard technology:

- GPS real-time technology
- Digital camera technology, including back-up camera/monitor
- 2-way communication

Containers

Waste Management will supply and maintain all containers necessary to service Wheaton Park District, Waste Management makes a commitment to ensure that equipment is well-maintained, scheduling regular cleaning of equipment and monitoring for damaged units.

We also understand that graffiti is an issue that plagues many cities and that proper management and removal of graffiti is an important element to keeping cities clean and safe for students. Our drivers are trained to watch for and report the appearance of graffiti on our dumpsters. When a dumpster is 'tagged', our drivers report it to the route manager, and it is promptly replaced. Our experience has shown that when graffiti is addressed in a timely manner, repeat offenses are decreased. Alternatively, we are prepared to supply paint to Wheaton Park District staff in an effort to combat graffiti and keep the grounds beautiful.

Back-Up Equipment

Waste Management will provide back-up equipment in the event of equipment failure or mechanical problems, at no cost to the Wheaton Park District. Waste Management utilizes an extensive preventive maintenance program for its equipment in an effort to minimize service disruption wherever possible.

Uniforms

All employees performing service for Wheaton Park District will wear uniforms like those shown in the photo. They will have ID badges and be immediately identifiable as Waste Management personnel.

Employees and subcontractor employees wear a company issued uniform that includes a shirt, jacket, pants, proper footwear and safety vest; a complete uniform and safety vest will be worn at all times during performance of work. The uniform shirt and jacket will clearly display the company name, making each employee readily identifiable. All employees are required to employ personal protection equipment, including 6-inch lace up steel too bests, safety



protection equipment, including 6-inch lace up steel toe boots, safety vest, and eye protection and gloves, without exception.



Value Added Services

Turn Public Spaces into Clean, Eco-Friendly Zones

Solar-Powered Trash Compactors

Public areas such as parks, beaches, stadiums, facilities and sidewalks have much in common when it comes to trash: They have more of it to deal with, and those charged with keeping them clean are facing tighter budgets and a growing demand for clean community resources. Waste Management's Solar-Powered Trash Compactors provide a better way to keep public spaces clean while vastly reducing waste collection costs. These unique compactors are vermin proof and hold as much as five times more refuse than a standard 35-gallon trash barrel, so they don't need to be emptied as often. And when it's full, each compactor will send out a signal indicating that it's ready to be picked up. No more overflowing trash cans in public places.



Safe Solutions for All Your Medical Waste Needs

MedWaste Tracker™

When it comes to handling used needles, other medical "sharps," and other forms of regulated medical waste, our MedWaste Tracker program provides a comprehensive, practical solution to ensure that medical waste is properly managed and destroyed to protect the environment and the public. With this affordable solution, you can safely dispose of a variety of forms of medical waste including sharps, sutures, scalpel blades, syringes and small amounts of tissue from procedures. We provide all the supplies needed to contain and treat these materials and all the components required by the U.S. Postal Service for documented destruction. Simply fill the containers, seal the containers in the provided box with prepaid postage, and schedule a convenient pickup time. We will treat and dispose of the waste and keep all the required records for you.

Sustainability, Safety and Compliance through Universal Waste Recycling

LampTracker(®

Fluorescent lamps contain mercury, which is a regulated waste at both the federal and state levels.

When lamps are broken, they release mercury that can potentially put residents at risk. Waste Management's LampTracker recycling program provides a safe and cost effective way to manage this often-overlooked environmental and health hazard.

Our exclusive, patent-pending Mercury VaporLok™ packaging reduces the risk of mercury exposure during collection, storage and shipment. LampTracker services are also available for the safe and responsible recycling of used batteries and ballasts.





Sample Certificate of Insurance

Waste Management has included a sample of its Certificate of Insurance indicating the various coverages provided. Waste Management will provide evidence of insurance issued and include all required additional insured information upon contract award.

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Attachment "B" BID PROPOSAL FORM (Must be submitted with bid)

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.

	Waste Management of Illinois, Inc.	
Authorized Signature	Company's Legal Name	
Greg Kadlec	780 N Kirk Road	
Printed Name	Address	
Manager Outside Sales	Batavia, IL 60510	
Title	City, State & Zip Code	
630 878 9013	630 879 0930	
Telephone Number	FAX Number	
GKadlec@wm.com	IllinoisCSC@wm.com	
Authorized Signature E-mail Address	Company E-mail Address	
Acknowledgement of Addendums Addendum No Addendum No Addendum No	Dated:	
For questions regarding this offer: (l	f different from above)	
David Good	630 816 8100 877 837 2607	
Contact Name	Phone Number Fax Number	
DGood3@wm.com		
Email Address		
FEDERAL TAXPAYER ID NUMBER	R: 36-2660859	
Bidder hereby certifies it is	a: Proprietorship Partnership Corporation	nχ

Attachment "E" (Must be Submitted with Bid)

VENDOR IDENTIFICATION FORM

If the Bidder is a corporation:	Waste Management of Illinois, Inc. Name of Corporation
	Delaware State in which Incorporated
Signature of Officer authorized to make this agreement:	Greg Kadlec Signature of Officer/Printed Name
	780 N Kirk Road, Batavia, IL 60510 Business Address
	800 796 9696 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 700 E BUTTER FIELD, LONGARD ZL GOING
	Business Address 800 -7 96 - 96 96 Telephone Number

GRE	EGI KADLEC appeared before	me this day and, being first duly sworn on oath,
acknowled	ged that ne/sne executed the foregon	ing instrument as his/her free act and deed and as the act and
deed of the	Contractor.	
Dated:	6/4/15	
-		Druppaly/
	\$*************************************	(Notary Public)
	Official Seal Theresa M Hanley	
(SEAL)	Notary Public State of Illinois My Commission Expires 05/02/2017	

TABLE 2- WHEATON PARK DISTRICT PICKUP SCHEDULE FOR TRASH (Must be submitted with Bid)

Locations	Container Size	Number of Pickups per Week	Number of Yearly Pickups	Cost per Pickup (From Table 1)	Annual Cost
Community Center 1777 S. Blanchard	8 CY – Office	Summer* 6X Regular 3X	201	\$450/ 225 \$17.32/pu	\$3481.32
Arrowhead Golf Club 26W151 Butterfield	8 CY - Restaurant	3X	156	\$ 225 \$17.32/pu	\$ 2701.92
Arrowhead Golf Club 26W151 Butterfield	10 CY - Mixed	3X	156	\$ 225 \$17.32/pu	\$ 2701.92
Cosley Zoo 1356 N. Gary	6 CY - Mixed	6X	312	\$ 395 \$15.20/pu	\$ 4742.40
Cosley Zoo 1356 N. Gary	6 CY - Mixed	6X	312	\$ 395 \$15.20/pu	\$ 4742.40
Park Services 1000 Manchester	20 CY (Yard Waste)	1 – Day Notice (Est. Summer – Weekly; Regular – Monthly)	24	\$215.00 over 2 tons \$40 a ton	\$ 5160
Park Services 1000 Manchester	30 CY - Mixed	1 – Day Notice (Est. Summer – 2X; Regular – 1X)	67	\$ 215.00 over 2 tons \$40 a ton	\$ 14405
1300 N. West	20 CY (Yard Waste)	1 – Day Notice (Est. Summer – Weekly)	15	\$ 215.00 over 2 tons \$40 a ton	\$ 3225
				Total Annual Cost	\$ 41159.9

^{*} Summer defined as approximately Memorial Day to Labor Day (15 Weeks)

Table 3 Pickup Schedule for Recycling Containers (Must be Submitted with Bid)

Recycling containers listed in Table 3 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 1)	Annual Cost	
Community Center 1777 S.		Summer* 6X	ii	\$7.30/pu		
Blanchard	2 CY	Regular 3X	201	\$ 190/95	\$ 1489.20	
Community Center 1777 S. Blanchard	2 CY	Summer* 6X Regular 3X	201	\$7.30/pu \$ 190/95	\$ 1489.20	
Arrowhead Golf Club 26W151 Butterfield	8 CY	3X	156	\$12.70/pu \$ 165	\$ 1981.20	
Cosley Zoo 1356 N. Gary	2 CY	1X	52	\$8.77/pu \$ 38	\$ 456.04	
Park Services 1000 Manchester	6 CY	1X	52	\$11.54/pu \$ 50	\$ 577	
		Total Annual Cost				

^{*} Summer defined as approximately Memorial Day to Labor Day (15 Weeks)

Attachment "B" BID PROPOSAL FORM (Must be Submitted with Bid)

Total Annual Cost - Trash	\$41159.56
Total Annual Cost - Recycling	\$5992.64

^{*} 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 1 and below if there is an increase or decrease in pickup frequency.

The Park District shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Alternate 1

Total Annual Cost - Compost Collection (Add/Deduct from above) \$_N/A_____

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 1. 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 then 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.

Cost per Container

Container Size	Cost			
20 Yard	\$215 and \$40 over 2 tons			
30 Yard	\$215 and \$40 over 2 tons			
40 Yard	\$215 and \$40 over 2 tons			

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 Percentage		
	Incre	Increase	
Year 2	3	%	
Year 3	3	%	

Attachment "C" (Must be Submitted With Bid)

REFERENCES

1. Project Name: Will County Forest Preserve

Date: 2000 - Current Phone: 815 727 8700

Contact: Brad Steinke

2. Project Name: Lake County Parks

Date: 2009 - Current Phone: 219 945 0543

Contact: Harlan Mason

Project Name: Kane County

Date: 2012 - Current Phone: 630 444 1067

Contact: Rick Geslinger

4. Project Name:

Date: Phone:

Contact:

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we,							
WASTE MANAGEMENT OF ILLINOIS, INC. 780 N. Kirk Road, Batavia, IL, 60510 as Principal, hereinafter called the Principal, and	, , , , , , , , , , , , , , , , , , ,						
BERKLEY INSURANCE COMPANY 475 Steamboat Road, Greenwich, CT, 06830							
a corporation duly organized under the laws of the state or as Surety, hereinafter called the Surety, are held and firml							
WHEATON PARK DISTRICT 102 E. Wesley Street, Wheaton, IL, 60187	as						
Obligee, hereinafter called the Obligee, in the sum of Ten							
Dollars (\$10% of amount of bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.							
WHEREAS, the Principal is herewith submitting	a bid or proposal for						
Waste Removal Service for Wheaton Park District							
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.							
Signed, sealed and executed thisday ofday of	June 20_15						
WASTE MANAGEMENT OF ILLINOIS, INC.	BERKLEY INSURANCE COMPANY						
Principal	Surety						
By: Myisha Jefferson, Attorney-in-Facility	By: Wendy W. Stuckey Attomey-In-Fact						
Witness:	Witness: Magned Janus						

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Anoop Chawla Adlakha, Margaret Buboltz, Jennifer S. Copeland, Vanessa Dominguez, Michael J. Herrod, Myisha Jefferson, Wendy W. Stuckey, Nancy Thomas, Lupe Tyler and Stephenie Whittington of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

- Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
- 2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of 9th June, 2015.

Witness:

Diana Jeng

On behalf of Waste Management, Inc. and each of the other WM Entities

Devina A. Rankin

Vice President and Treasurer

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

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: Wendy W. Stuckey; Lupe Tyler; Lisa A. Ward; Michael J. Herrod; Nancy Thomas; Margaret Buboltz; Jennifer Copeland; or Anoop Chawla Adlakha of AON Risk Services Southwest, Inc. of Houston, TX 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 Group, 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

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 14 day of Deflembel Berkley Insurance Company

(Seal)

ira S. L'ederman

Senior Vice President & Secretary

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)) ss:

COUNTY OF FAIRFIELD

Sworn to before me, a Notary Public in the State of Connecticut, this 1/4 day of Acros 2014, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Notary Public, State of Connecticut Berkley Insurance Company. MARIA C. RUNDBAKEN

NOTARY PUBLIC MY COMMISSION EXPIRES **APRIL 30, 2019** 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

(Seal)

EXHIBIT D INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. Insurance

A. Commercial General and Umbrella Liability Insurance

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or at Owner's sole option on a more current ISO form or a substitute form providing at least equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

B. Business Auto and Umbrella Liability Insurance

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

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

C. Workers Compensation Insurance

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

If Owner has not been included as an insured under the CGL using ISO additional insured

endorsement CG 20 10 or a substitute endorsement acceptable to Owner under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's and Architect's work.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and such other evidence of insurance as shall be requested by Owner, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

Failure to maintain the required insurance may result in termination of this Agreement at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provided certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

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

respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

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

I. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify 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 the Contractor's obligations pursuant to this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission, by the Contractor, any subcontractor, and 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 Park District's officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of breach of any of their obligations under, or default of, any provision of the Agreement.

		,
	RI.	
W.		

CONTINUATION CERTIFICATE

, Surety upon FEDERAL INSURANCE COMPANY a certain Bond No. 82297087 dated effective 8/1/2012 (MONTH-DAY-YEAR) WASTE MANAGEMENT OF ILLINOIS, INC. on behalf of (PRINCIPAL) WHEATON PARK DISTRICT and in favor of (OBLIGEE) does hereby continue said bond in force for the further period beginning on 8/1/2015 (MONTH-DAY-YEAR) 7/31/2016 and ending on (MONTH-DAY-YEAR) Amount of bond \$ 45,685.60 Description of bond Trash Hauling PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth. Signed and dated on 6/8/2015 (MONTH-DAY-YEAR) FEDERAL INSURANCE COMPANY ATTORNEY-IN-FACT

. e. E



Chubb Surety

POWER OF **ATTORNEY**

Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company

Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Vice Presiden

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 5¹¹¹ day of **December**, 2014.







STATE OF NEW JERSEY

County of Somerset

day of December, 2014 before me, a Notary Public of New Jersey, personally came David J. Edwards, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said David J. Edwards, being by me duly swom, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows hirn to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney Is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2316685 Commission Expires July 16, 2019

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attomeys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seat shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, David J. Edwards, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- the foregoing extract of the By- Laws of the Companies is true and correct,
- the Companies are duty licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are (ii) authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of sald Companies at Warren, NJ this June 8, 2015.







David J. Edwards, Assistant Secretary

Ah A adela Notary Public

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS

LISTED ABOVE, OR BY Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

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