



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	21484997
Entity Name	WASTE MANAGEMENT OF ILLINOIS, INC.
Status	ACTIVE

Entity Information
Entity Type CORPORATION
Type of Corp FOREIGN BCA
Qualification Date (Foreign) Monday, 23 December 1968
State DELAWARE
Duration Date PERPETUAL

Agent Information
Name C T CORPORATION SYSTEM
Address

208 SO LASALLE ST, SUITE 814
CHICAGO , IL 60604

Change Date
Thursday, 28 January 1988

Annual Report

Filing Date
Monday, 21 December 2020

For Year
2020

Officers

President
Name & Address
HARRY C LAMBERTON III 1001 FANNIN ST HOUSTON TX 77002

Secretary
Name & Address
COURTNEY A TIPPY SAME

Assumed Name

INACTIVE
WHEATLAND PRAIRIE LANDFILL

INACTIVE
WASTE MANAGEMENT SWEEPING SERVICE

INACTIVE
WASTE TRANSFER

INACTIVE
WOODLAND LANDFILL

INACTIVE
WASTE MANAGEMENT OF PEORIA

INACTIVE
TAZEWELL COUNTY LANDFILL

INACTIVE MIDWAY LANDFILL
INACTIVE MEYER BROTHERS SCAVENGER SERVICE
INACTIVE MCHENRY-WOODSTOCK DISPOSAL
INACTIVE LAKE LANDFILL
INACTIVE KANKAKEE LANDFILL
INACTIVE HOD DISPOSAL SERVICE
INACTIVE GREENE VALLEY LANDFILL
INACTIVE GARDEN CITY DISPOSAL
INACTIVE FOX VALLEY DISPOSAL
INACTIVE ELGIN-WAYNE DISPOSAL CONTRACTORS
INACTIVE ESL
INACTIVE CLEARING DISPOSAL
INACTIVE CITY WASTE SYSTEMS
INACTIVE CID
INACTIVE BANNER/WESTERN DISPOSAL SERVICE
INACTIVE ATLAS REFUSE DISPOSAL
INACTIVE ACE DISPOSAL SYSTEMS
INACTIVE CHEMICAL WASTE MANAGEMENT OF ILLINOIS

INACTIVE WASTE MANAGEMENT SWEEPING SERVICE INC.

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)



June 30, 2021

Scott Brinkman
Streets Division Superintendent
Village of Oak Park IL
201 South Blvd
Oak Park IL 60302

Dear Mr. Brinkman:

Thank you for discussing extending the street sweeping contract with Waste Management for the FY - 2021/22. This would be an extension to the existing Village of Oak Park 2021 Street Sweeping Contract set to expire on August 31, 2021.

Waste Management of Illinois will increase the unit prices from FY 2020/21 rate sheet by the listed CPI (to be determined) for the period of September 1st 2021 to August 31st 2022.

We appreciate your business and are happy to answer any questions you might have.

Sincerely,

Jim Duzansky
Waste Management of Illinois
708/878 8628

Cc : Tom Sturwold
Tony Ventrella
Chris Disbrow



Databases, Tables & Calculators by Subject

Change Output Options: From: 2011 To: 2021 [GO](#)

include graphs include annual averages

[More Formatting Options](#)

Data extracted on: July 13, 2021 (1:15:24 PM)

CPI for Urban Wage Earners and Clerical Workers (CPI-W)

Series Id: CWURS23ASA0

Not Seasonally Adjusted

Series Title: All items in Chicago-Naperville-Elgin, IL-IN-WI, urban wage earners and clerical workers, not seasonally adjusted

Area: Chicago-Naperville-Elgin, IL-IN-WI

Item: All items

Base Period: 1982-84=100

Download: [xls](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	209.016	210.106	212.256	213.633	215.358	215.325	214.437	214.740	215.005	214.145	213.704	212.597	213.360	212.616	214.105
2012	214.298	214.022	217.065	217.174	216.829	216.311	215.690	217.378	218.243	217.725	216.638	215.947	216.443	215.950	216.937
2013	216.137	218.905	218.763	218.875	220.196	220.386	219.498	219.479	219.301	218.375	217.397	216.916	218.686	218.877	218.494
2014	219.141	220.255	223.246	224.478	224.077	224.993	223.959	223.857	224.059	222.849	220.870	219.627	222.618	222.698	222.537
2015	218.433	218.461	220.480	220.880	221.719	222.228	221.817	222.815	221.704	221.339	219.988	218.653	220.710	220.367	221.053
2016	219.547	218.650	219.769	221.206	221.720	222.599	220.867	221.501	222.358	222.400	222.530	222.650	221.316	220.582	222.051
2017	224.234	224.141	223.928	224.891	224.984	224.718	224.942	225.642	226.524	225.336	226.795	226.085	225.185	224.483	225.887
2018	227.744	227.717	227.716	229.533	230.648	230.393	229.810	230.087	230.882	230.836	228.942	227.944	229.354	228.959	229.750
2019	229.004	230.814	231.627	231.596	233.528	232.543	233.486	233.746	233.881	234.696	233.945	233.518	232.699	231.519	233.879
2020	235.518	235.557	234.250	231.572	233.741	234.874	235.750	236.287	237.410	237.251	236.382	236.096	235.391	234.252	236.529
2021	237.602	239.091	240.820	243.551	245.943	247.637								242.441	

12-Month Percent Change

Series Id: CWURS23ASA0

Not Seasonally Adjusted

Series Title: All items in Chicago-Naperville-Elgin, IL-IN-WI, urban wage earners and clerical workers, not seasonally adjusted

Area: Chicago-Naperville-Elgin, IL-IN-WI

Item: All items

Base Period: 1982-84=100

Download: [xls](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	1.7	2.2	2.8	3.5	4.2	4.6	3.9	4.1	3.9	3.5	3.4	2.5	3.4	3.2	3.6
2012	2.5	1.9	2.3	1.7	0.7	0.5	0.6	1.2	1.5	1.7	1.4	1.6	1.4	1.6	1.3
2013	0.9	2.3	0.8	0.8	1.6	1.9	1.8	1.0	0.5	0.3	0.4	0.4	1.0	1.4	0.7
2014	1.4	0.6	2.0	2.6	1.8	2.1	2.0	2.0	2.2	2.0	1.6	1.2	1.8	1.7	1.9
2015	-0.3	-0.8	-1.2	-1.6	-1.1	-1.2	-1.0	-0.5	-1.1	-0.7	-0.4	-0.4	-0.9	-1.0	-0.7
2016	0.5	0.1	-0.3	0.1	0.0	0.2	-0.4	-0.6	0.3	0.5	1.2	1.8	0.3	0.1	0.5
2017	2.1	2.5	1.9	1.7	1.5	1.0	1.8	1.9	1.9	1.3	1.9	1.5	1.7	1.8	1.7
2018	1.6	1.6	1.7	2.1	2.5	2.5	2.2	2.0	1.9	2.4	0.9	0.8	1.9	2.0	1.7
2019	0.6	1.4	1.7	0.9	1.2	0.9	1.6	1.6	1.3	1.7	2.2	2.4	1.5	1.1	1.8
2020	2.8	2.1	1.1	0.0	0.1	1.0	1.0	1.1	1.5	1.1	1.0	1.1	1.2	1.2	1.1
2021	0.9	1.5	2.8	5.2	5.2	5.4								3.5	

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-5200_ Federal Relay Service:1-800-877-8339_ www.bls.gov [Contact Us](#)



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on this 29th day of July, 2019, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and Waste Management of Illinois, Inc., a Delaware corporation authorized to conduct business in the State of Illinois (hereafter the "Contractor").

WHEREAS, Contractor submitted a Proposal dated June 18, 2019, a copy of which is attached hereto and incorporated herein by reference, to provide Village Wide Street Sweeping Services in 2019-2020 (hereinafter referred to as the "Work") for Street Sweeping (hereinafter referred to as the "Project") pursuant to the Village's Request for Proposals dated June 5, 2019, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder (hereinafter referred to as the "Work"); and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

Contractor shall perform the Work for the Project in accordance with its Bid for a price not to exceed \$138,752.00 plus \$1,248.00 contingency for unforeseen conditions for a total cost of \$140,000.00 ("Contract Price"). Contractor is under no obligation to continue providing the Work for the Village once the Contract Price has been met. Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its Proposal, the Village's Request for Proposals, and this Contract, all of which, together shall constitute the "Contract Documents." The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its Bid has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good

and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects. Contractor shall achieve completion of all work required pursuant to the Contract Documents by August 31st, 2020 ("Contract Time"). The Contract Time is of the essence. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Village Manager shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on August 31, 2020. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Bid.

The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

5. PAYMENT SCHEDULE

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village a monthly invoice. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, SO ILCS 505/1 et seq. Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the work and the work has been approved by the Village. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. If Contractor does not cure the failure within five (5) business days' of receiving written notice from the Village, the Contract shall terminate. Either party may also terminate this Contract when it determines the same to be in its best interests by giving thirty (30) days' written notice to the other party pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules

with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village or its officers, officials, employees, volunteers and agents would otherwise have. Contractor shall similarly protect, indemnify and hold and save harmless, the Village and 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 the Contractor's breach of any of its obligations under, or Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

9. INSURANCE

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision providing thirty (30) days (ten (10) days' for non-payment of premium) prior written notice of cancellation of the policies to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days (ten (10) days' for non-payment of premium) written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Coverage for claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(D) Umbrella:

i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except

Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village and its officers, officials, employees, agents, and volunteers.

(F) Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email transmission to the persons and addresses indicated below or to such addresses and

persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison St.
Oak Park, Illinois 60302-4272
Email: villagemanager@oak-park.us

To Contractor:

Tom Sturwald
Waste Management of Illinois, Inc.
5050 West Pershing Road
Cicero, Illinois
Email: tsturwol@wm.com

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount equal to Twenty Five Thousand Dollars (\$25,000.00) as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for Proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Bid and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

18. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

19. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

20. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or

practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

21. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Bids or the Contractor's Bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

22. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

23. COOPERATION OF THE PARTIES

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

24. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

25. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract.

26. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial

status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

Cara Pavlicek
By: Cara Pavlicek
Its: Village Manager

Date: 7/29, 2019

ATTEST:

Vicki Scaman
By: Vicki Scaman
Its: Village Clerk

Date: 7/29, 2019

WASTE MANAGEMENT OF ILLINOIS, INC

Denise Scopal
By: Denise Scopal
Its: Area Sales Director

Date: 11/13/19, 2019

ATTEST:

Anthony J. Ranvestel
By: Anthony J Ranvestel
Its: Inside Sales Supervisor

Date: 11/13, 2019

REVIEWED AND APPROVED

AUSTIN

[Signature]
JUL 29 2019
LAW DEPARTMENT

SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park, Village Wide Street Sweeping Services
Bid Number: 19-131
Issuance Date: 06/05/2019

The Village of Oak Park will receive Bids from qualified contractors to perform weekly/monthly Street Sweeping throughout the Village from September 1st, 2019 through August 31st, 2020 pursuant to this Request for Bids.

Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m., until 4:00 p.m. local time on Wednesday, June 19, 2019. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village Of Oak Park.

Specifications and Bid forms may be obtained at the Public Works Center at the address listed above or by calling 708-358-5700. Information is also available from the Street Superintendent, Scott Brinkman, sbrinkman@oak-park.us or on the Village's website <http://www.oak-park.us/your-government/finance-department>.

Do not detach any portion of this document. Upon formal award to the successful Contractor, a written agreement will be executed for the Project in substantially the form attached.

The Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid.

Submission of Bids

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a sealed envelope marked "BID: 19-131 – Village Wide Street Sweeping Services", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Scott Brinkman, Street Superintendent
Department of Public Works
201 South Blvd.
Oak Park, IL 60302

SECTION II
BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid:

All Bids must be delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

Bid Bond

The Bidder shall provide a Bid Bond in the amount of ten thousand dollars (10,000.00). The attached form may be used or the bidder may provide cash or a certified check in the amount specified. The Bid Bonds, cash or checks will be returned once the selected bidder has entered into an Agreement for this work.

Contract Term

The initial contract term shall be from September 1st, 2019 to August 31st, 2020.

Contract Renewal

The Village of Oak Park has the right to renew the contract on an annual basis for two (2) optional one year terms (September 1 to August 31) with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price in September for each annual renewal provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the Index for the previous year as reported in June of the renewal year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The Bidder must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village 60 days before the expiration of the applicable term. If the Village rejects the proposed price change, it will have the option not to renew the contract.

Notice to Proceed

Work shall begin within fourteen (14) days from the **Notice to Proceed** from the Village's Street Superintendent. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Streets Superintendent grants an extension.

Recertification

If the Village renews the contract for an additional one year term, the Bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Award of Agreement

The Agreement will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid or entering into the applicable Agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax. Contractors should exclude these taxes from their prices.

Withdrawal of Bids:

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

Rejection of Contractor

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

Compliance with Applicable Laws

The Bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

Interpretation of Agreement Documents:

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses

The Contractor shall be responsible for becoming a licensed Contractor in the Village.

Agreement

The selected bidder shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three

copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XIII for a sample copy of the agreement.

Contract Bond

The Contractor, before commencing the work on the Project, shall furnish a Contract Bond. The Contract Bond shall be in an amount of twenty five thousand dollars (\$25,000.00) as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on the attached form in Section XII, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against the defaulting Bidder may be made for the difference between the amount of the Contractor's Proposal and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

SECTION III
GENERAL SPECIFICATIONS

Scope of Work

The Village is seeking Bids from qualified contractors to provide Village Wide Street Sweeping which is approximately 105 miles of streets (or approximately 210 curb miles). Included is the responsibility for sweeping Main Arterials and Residential streets. Also, within the Village are twelve (12) separate Business District areas which require regular sweeping. In addition, there are many parking restrictions in certain areas which allow for regular street sweeping. There are also several events that occur in the Village that will require sweeping.

Primarily, the sweeping is to be done overnight (generally between 10:00 p.m. and 7:00 a.m., Monday thru Friday) when the streets are free of parked cars. There are certain areas that have parking at all times except as noted below.

Street Sweeping is generally done between the end of March and Mid October, depending on weather conditions. Sweeping may occur at other times as necessary.

The twelve (12) Business District areas will be required to be swept approximately twice (2X) per month during the time period noted above. These areas are highlighted on the attached map.

The Main Arterials as shown on the map will be required to be swept approximately twice (2X) per month during the time period noted above.

The remaining areas are considered as Residential streets and will be required to be swept eight (8) times throughout the year, approximately once per month.

As noted above, there are many parking restrictions that are in effect that will allow for regular street sweeping. These restrictions vary during the day of the week (generally Tuesday or Wednesday) and the time of day (generally 8:00 a.m. – 10:00 a.m., 10:00 a.m. – 12:00 p.m., 1:00 p.m. – 3:00 p.m. and 4:00 p.m. – 5:00 p.m.). The bidder is expected to examine the attached map, which shows the specific restrictions and locations, and will be required to include the sweeping of these areas as part of the Business District, Main Arterial and Residential sweeping. The cost for this work shall be paid for as part of the sweeping of the noted area. At a minimum these areas shall be swept at least twice (2X) per month during the time period noted above.

The Village and the bidder shall meet prior to commencement of the work to determine a schedule for this work. The schedule is subject to change due to weather conditions or other priorities. In addition, the bidder may be required to sweep certain streets during periods of heavy tree seeds falling or storm damage.

The bidder should also take note of the various medians that exist on certain streets. The median curbs are also to be swept during the frequency as noted for the specific area.

The bidder is also expected to pay close attention to debris that accumulates on the curb drains. The bidders shall make every reasonable effort to see that the drains are clear of debris to allow for the free flow of storm water into the drain.

Payment for STREET SWEEPING shall be paid for by each specific area that is swept at the amount as bid for each time. Additional services will be paid for at the bidders cost per hour for each street sweeping unit.

Disposal of Material:

The Village will provide a location for dumping of the debris from the sweeping. Such location will be accessible at all times (with a gate opener provided to the bidder). The debris will be dumped into dumpsters that will be emptied regularly. The bidder shall keep in contact with Village staff to advise when the dumpsters need to be emptied. In general, the dumpsters will be located at the Central Pumping Station, 102 N. Lombard Ave. This area is to be enclosed at all times as the pumping station is a secured facility. The bidder shall be aware that there are neighboring residential areas so noise should be kept to a minimum, especially during the overnight hours.

There may be times where the dumping location needs to be moved or an additional location needs to be added. The Village will determine the specific locations and needs.

During the time when the Village has the annual Leaf Pick Program in effect the bidder will not be required to dump the debris in the dumpsters provided. The Village operates the leaf pickup program by allowing residents to rake their leaves in to the street. The leaves are then pushed into piles where they are then picked up by another contractor. Leaves can be dumped at locations at the end of the blocks where the leaf piles have been created. During this period the bidder may be requested to work in certain areas on a weekly basis.

Leaf Pickup Program:

The Village operates the Leaf Pickup program for eight weeks starting in late October and finishing the week after Thanksgiving. The Bidder will be required to provide two (2) sweepers near the end of this program (generally, the last two (2) weeks) to sweep in the area where the leaves have just been pushed. Sweeping will start approximately two hours after the leaf pushers start. Leaf pushers start at approximately midnight for four (4) nights a week. Sweeping will continue until the area that has been pushed has been swept. The Village is broken into four sections, with one section being completed in a night beginning on Sunday night.

During the leaf Pickup program, the Business Districts, Main Arterials and Residential streets will not be swept except as noted above.

This work will be paid for per hour for each sweeper plus operator for LEAF PROGRAM SWEEPING. The quantity of hours as noted on the Bid Form allows for two weeks of two sweepers, as noted above, plus an additional week of one sweeper, in the event it is needed.

Equipment Requirements:

The Village currently utilizes "Elgin Pelican Sweeping" units. The Bidder shall use this type of equipment (or Equal). The Bidder shall state the type of sweeping unit it proposes to use and it shall be approved by the Village. Vacuum units will not be allowed.

Responsibility of Contractor

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, except debris hauling, and shall obtain and pay for any required permits.

The contractor is reminded that their employees are an extension of the Village's workforce and they are to work in courteous and respectful manner. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a contractor's employee to be immediately removed from the work crew if the above behavior is exhibited.

Extent of Services

Contract season is weather dependent but will run from September 2019 through August 2020 (12 months). The Village reserves the right to award the contract to the lowest responsible bidder.

Project Coordination

The Bidder shall submit, in writing, the name, address and all telephone numbers of the persons in their organization to whom instructions shall be given by Public Works staff for this operation. Two (2) Emergency phone numbers shall also be provided which will provide 24-hour accessibility. One designated supervisor in the bidder's organization shall be available during operations to respond to concerns or issues.

1. **Property Damage:**

The Bidder shall take great care to avoid damaging adjacent landscaping (trees, shrubs, turf, etc.). Bidder shall be held responsible for all damage to property including, but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

2. Idling of Equipment:

The Department of Public Works has a "No Idling" policy. A copy of the policy is available from the Department of Public Works if needed. The bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

3. Periodic Inspection:

Upon Request the contractor must provide the location of crews working within the village. The Street Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Street Supervisor or Superintendent can be contacted at 708-358-5700.

4. Accident Prevention:

The bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Street Superintendent or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Street Superintendent, or authorized representative, to discontinue such practice.

The bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

5. Reporting:

The bidder is responsible for keeping the Village updated on its work on a regular basis. The Village requires that the bidder provide a proposed and actual work schedule if and when requested. These records must be turned into the Street Superintendent's office or emailed when requested. The report will include the proposed work to be completed in the village for the week and an actual work completed report for the previous weeks if requested.

6. Motorized Equipment:

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Street Superintendent while performing work under the provisions of this contract. Plywood or other support or protection must be placed on the parkway and/or private property prior to operating or parking vehicles or equipment on or over such property or other support or protection must be placed on the private property prior to operating or parking vehicles or equipment on or over private property.

7. Parking:

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Street Supervisor or Superintendent.

Locations and Quantities of Work

The quantities are estimated quantities. The Village of Oak Park reserves the right to vary from estimated quantities based on possible inclusion of areas not listed or exclusion listed areas.

Licenses

The Contractor shall be responsible for becoming a licensed Contractor with the Village. The Village will issue any necessary permits for this work at no fee.

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Method of Payment

The Village of Oak Park will pay monthly, all undisputed of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Change Orders

Change Orders: Changes in the Work may be agreed to after execution of the Agreement, and without invalidating the Agreement, if the Change Order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such Change Order will be prepared by the Village. The Contractor may only proceed with the Change upon receipt of the written Change Order signed by the Village.

Emergency Changes: Contractor may perform work not included in the Scope of Work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A Change Order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the progression of the Work. These field orders may not involve a change in the agreement price or be inconsistent with the Scope of Work.

Changes Due to Unknown Conditions: The Contractor is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Village and a Change Order will be negotiated.

Any Change which results in a total agreement price in excess of \$10,000.00 must be approved by the Village of Oak Park Board of Trustees.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the Contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the Contractor's work unacceptable, at the Village's election, the Contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the Contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Bidder's Representative

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Director of Public Works or appointed representative. Any instructions given to such superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

Time of Work

Bidder shall only work on weekdays, (Monday through Friday). No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Director of Public Works.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

Bid Requirements

The following forms must be completed in their entirety, notarized and included as part of the Bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your Bid.

Signature of Bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: June 18 / / 2019

Waste Management of Illinois, Inc
Organization Name (Seal - If Corporation)

By:

[Signature]
Authorized Signature

700 E Butterfield Rd Suite 400
Address Lombard IL

630 652 9640
Telephone

Subscribed and sworn to before me this 18th day of June, 2019.

[Signature]
Commission
Notary Public

in the State of ILLINOIS. My

Expires on 09/06/2020



MUNICIPAL QUALIFICATION REFERENCE SHEET

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

MUNICIPALITY Village of Oak Park
ADDRESS 201 South Blvd
CONTACT Scott Brinkman
PHONE 708 358 5700
WORK
PERFORMED Street Sweeping

MUNICIPALITY Village of Sugar Grove
ADDRESS 604 Hartland
Sugar Grove IL
CONTACT Geoff Payton
PHONE 630 466 7508
WORK
PERFORMED Street Sweeping

MUNICIPALITY City of Naperville
ADDRESS 180 Fort Hill Dr
Naperville IL
CONTACT Robert Mealer
PHONE 630 420 4109
WORK
PERFORMED Street Sweeping

MUNICIPALITY Village of Channahon
ADDRESS 24555 S. Navajo Dr
Channahon IL
CONTACT Curtis Kratochvil
PHONE 815 467 6644
WORK
PERFORMED

SECTION V
BIDDER CERTIFICATION

Waste Management of Illinois, Inc. as part of its Bid on an agreement for Village Wide Street Sweeping Services for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

Dennis Schul

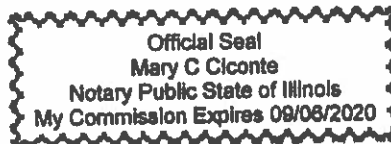
(Authorized Agent of bidder selected)

Subscribed and sworn to before me this 17th day of June, 2019.

Mary C Cicote

Notary Public's Signature

- Notary Public Seal -



**SECTION VI
TAX COMPLIANCE AFFIDAVIT**

Denise Segal, being first duly sworn, deposes and says:

that he/she is Area Sales Director of
(partner, officer, owner, etc.)

Waste Management of Illinois, Inc.
(bidder selected)

The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

Denise Segal
By:

Its:

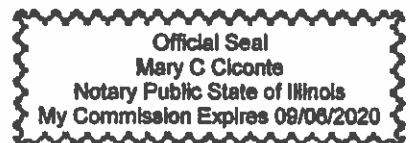
Denise Segal
(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 18th day of June, 2019.

Mary C Cicotte
Notary Public's Signature

- Notary Public Seal -



**SECTION VII
ORGANIZATION OF BIDDING FIRM**

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named Waste Management of Illinois Inc. and is organized and existing in good standing under the laws of the State of Delaware. The full names of its Officers are:

President Harry Lambertson

Secretary Courtney A. Tippy

Treasurer David Reed

Registered Agent Name and Address: _____

The corporation has a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Contractor is a Partnership which operates under the name _____
The following are the names, addresses and signatures of all partners:

Signature	Signature

(Attach additional sheets if necessary.) If so, check here ____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner



**SECTION VIII
BID BOND**

WE Waste Management of Illinois, Inc.

as PRINCIPAL, and Fidelity and Deposit Company of Maryland as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of **Ten Thousand dollars (\$10,000.00)**, as specified in the invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written bid to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THEREFORE if the bid is accepted and a agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within ten (10) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in Specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 19th day of June A.D. 2019.

PRINCIPAL
Waste Management of Illinois, Inc. _____
(Company Name) (Company Name)

By: Dave J. Reut By: _____
(Signature & Title) vice President and Treasurer (Signature & Title)

(If PRINCIPAL is a joint venture of two or more Contractors, the company names, and authorized signatures of each Contractor must be affixed)

Subscribed to and Sworn before me on the
19th day of June, 2019.

Michele Garcia
Notary Public

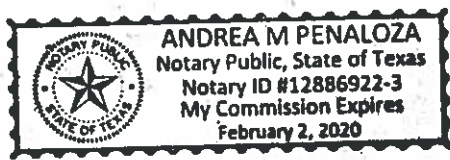


NAME OF SURETY Fidelity and Deposit Company of Maryland

By: Misty Wright
Signature of Attorney-in-Fact Misty Wright

Subscribed to and Sworn before me on the
19th day of June, 2019.

Andrea M. Penalosa
Notary Public Andrea M. Penalosa



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melissa L. FORTIER, Vanessa DOMINGUEZ, Michael J. HERROD, Lupe TYLER, Lisa A. WARD, Deena BRIDGES, Misty WRIGHT and Donna L. WILLIAMS**, all of HOUSTON, Texas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of August, A.D. 2018.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

David McVicker
Vice President
David McVicker

State of Maryland
County of Baltimore

On this 3rd day of August, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of June, 20 19.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056



ZURICH

June 19, 2019

VILLAGE OF OAK PARK
201 South Blvd
Oak Park, IL, 60302

Principal: WASTE MANAGEMENT OF ILLINOIS, INC.
Bid Date: June 19, 2019
Description: BID: 19-131- Village Wide Street Sweeping Services

Dear Sir/Madam:

We, FIDELITY AND DEPOSIT COMPANY OF MARYLAND hereby agree that in the event an award is made to WASTE MANAGEMENT OF ILLINOIS, INC. on the project as captioned, and a mutually acceptable contract is signed, we will execute the necessary Performance and/or Payment Bonds that may be required.

Sincerely,

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Misty Wright
Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by DAVID MCVICKER, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Melissa L. FORTIER, Vanessa DOMINGUEZ, Michael J. HERROD, Lupe TYLER, Lisa A. WARD, Deena BRIDGES, Misty WRIGHT and Donna L. WILLIAMS, all of HOUSTON, Texas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians. and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of August, A.D. 2018.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Dawn E. Brown

By: _____
Assistant Secretary
Dawn E. Brown

David McVicker

Vice President
David McVicker

State of Maryland
County of Baltimore

On this 3rd day of August, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seats of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

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RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of June, 20 19.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

**SECTION IX
COMPLIANCE AFFIDAVIT**

I, Denise Segal, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) Area Sales Director of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A,

Signature: Denise Segal

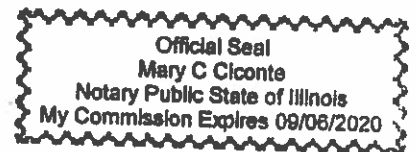
Name and address of Business: Waste Management of Illinois, Inc

Telephone 630 652 9640 E-Mail granvest@wm.com

Subscribed to and sworn before me this 18th day of June, 2019.

Mary C Cicotte
Notary Public

- Notary Public Seal -



¹ Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

SECTION X
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: Waste Management of Illinois, Inc
2. Check here if your firm is:
- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
 - Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
 - None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

approximately 2500 Number of full-time employees
_____ Number of part-time employees

4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: Dawn Saul
Date: June 18 2019

CO= T037345
U= P131272

EQUAL EMPLOYMENT OPPORTUNITY
2018 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. CORPORATE OFFICE
1001 FANNIN STREET

HOUSTON, TX 77002

SECTION C - TEST FOR FILING REQUIREMENT

2.a. WM METRO LARAMIE
5050 W PERSHING ROAD

CICERO, IL 60804
COOK COUNTY
C Y

1-Y 2-Y 3-Y DUNS NO.:47577416 EIN :362660859

SECTION E - ESTABLISHMENT INFORMATION

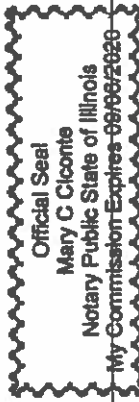
NAICS: 562219 Other Nonhazardous Waste
Treatment and Disposal

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	14	0	0	1	0	0	0	2	0	0	0	0	0	17
PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	1	0	4	0	0	0	0	0	0	0	0	0	0	0	0	5
ADMINISTRATIVE SUPPORT	2	1	1	0	0	0	0	0	1	1	0	0	0	0	0	6
CRAFT WORKERS	3	0	10	2	0	0	0	0	0	0	0	0	0	0	0	15
OPERATIVES	46	0	77	35	0	1	0	1	0	1	0	0	0	0	0	161
LABORERS & HELPERS	2	0	3	2	0	0	0	0	0	0	0	0	0	0	0	7
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	54	1	109	39	0	2	0	1	3	2	0	0	0	0	0	211
PREVIOUS REPORT TOTAL	47	0	110	39	0	1	0	1	3	1	0	0	0	0	0	202

SECTION F - REMARKS

Denise Segal, being first duly sworn, deposes and says that he/she is the Area Sales Director
(Name of Person Making Affidavit) (Title or Officer)
of Waste Management of Illinois, Inc
and that the above EEO Report information is true and accurate and is submitted with the intent that it
be relied upon. Subscribed and sworn to before me this 18th day of June, 2019.
[Signature] (Date)
[Signature] (Signature)



SECTION XI
NO BID EXPLANATION

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

Bid Name: Project No. 19-131; Village of Oak Park Village Wide Street Sweeping Services

Comments:

Signed: _____

Phone: _____

SECTION XII
CONTRACT BOND
(For Reference – Do Not Fill Out)



Contract Bond

_____, as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of **Twenty Five Thousand Dollars (\$25,000.00)**, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, ~~where the work is for the construction of any public work subject to the Prevailing Wage Act,~~ and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2019.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

CONTRACT BOND CONTINUED

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2019.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2019.

Notary Public

"WM accepts the contract in principle but requires the ability to negotiate final terms and conditions if awarded the work. The content of this proposal is not intended to represent an offer or impose contractual obligations upon WM. If awarded the bid work, WM will work with the Village to develop a mutually acceptable agreement. Accordingly, WM hereby reserves the right to negotiate the final terms and conditions governing the work."

SECTION XIII
AGREEMENT

(For Reference – Do Not Fill Out)

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on this _____ day of _____, 2019, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and _____, a _____ (hereafter the "Contractor").

WHEREAS, Contractor submitted a Proposal dated _____, _____, a copy of which is attached hereto and incorporated herein by reference, to provide _____ (hereinafter referred to as the "Work") for the _____ (hereinafter referred to as the "Project") pursuant to the Village's Request for Proposals dated _____, _____, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder (hereinafter referred to as the "Work"); and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

Contractor shall perform the Work for the Project in accordance with its Proposal for a price not to exceed \$_____ plus \$_____ contingency for unforeseen conditions for a total cost of \$_____ ("Contract Price"). Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its Proposal, the Village's Request for Proposals, and this Contract, all of which, together shall constitute the "Contract Documents." The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its Proposal has adequately taken into consideration all of the conditions at the sites. The

Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects. Contractor shall achieve completion of all work required pursuant to the Contract Documents by _____, _____ (“Contract Time”). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village’s _____ shall be deemed the Village’s authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on the date that the Work is completed as determined by the Village. The Contractor shall invoice the Village for the Work

provided pursuant to this Contract at the rates set forth in its Proposal. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

5. PAYMENT SCHEDULE

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for

cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. Contractor shall similarly protect, indemnify and hold and save harmless, the Village, 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 the Contractor's breach of any of its obligations under, or Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

9. INSURANCE

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

- i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00

this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

- i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:

Combined Single Limit	\$1,000,000.00
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(D) **Umbrella:**

i. **Limits:**

Each Occurrence/Aggregate

\$5,000,000.00

(E) The Village, its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

(F) Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided.

10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email

or facsimile transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison St
Oak Park, Illinois 60302-4272
708-358-5770
Email: villagemanager@oak-park.us
Fax: 708-358-5101

To Contractor:

Email: _____
Fax: _____

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by facsimile or email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective

heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount of ten thousand dollars (\$10,000.00) as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

18. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

19. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

20. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

21. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

22. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

23. COOPERATION OF THE PARTIES

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

24. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF OAK PARK

CONTRACTOR

By: Cara Pavlicek
Its: Village Manager

By:
Its:

Date: _____, 2019

Date: _____, 2019

ATTEST:

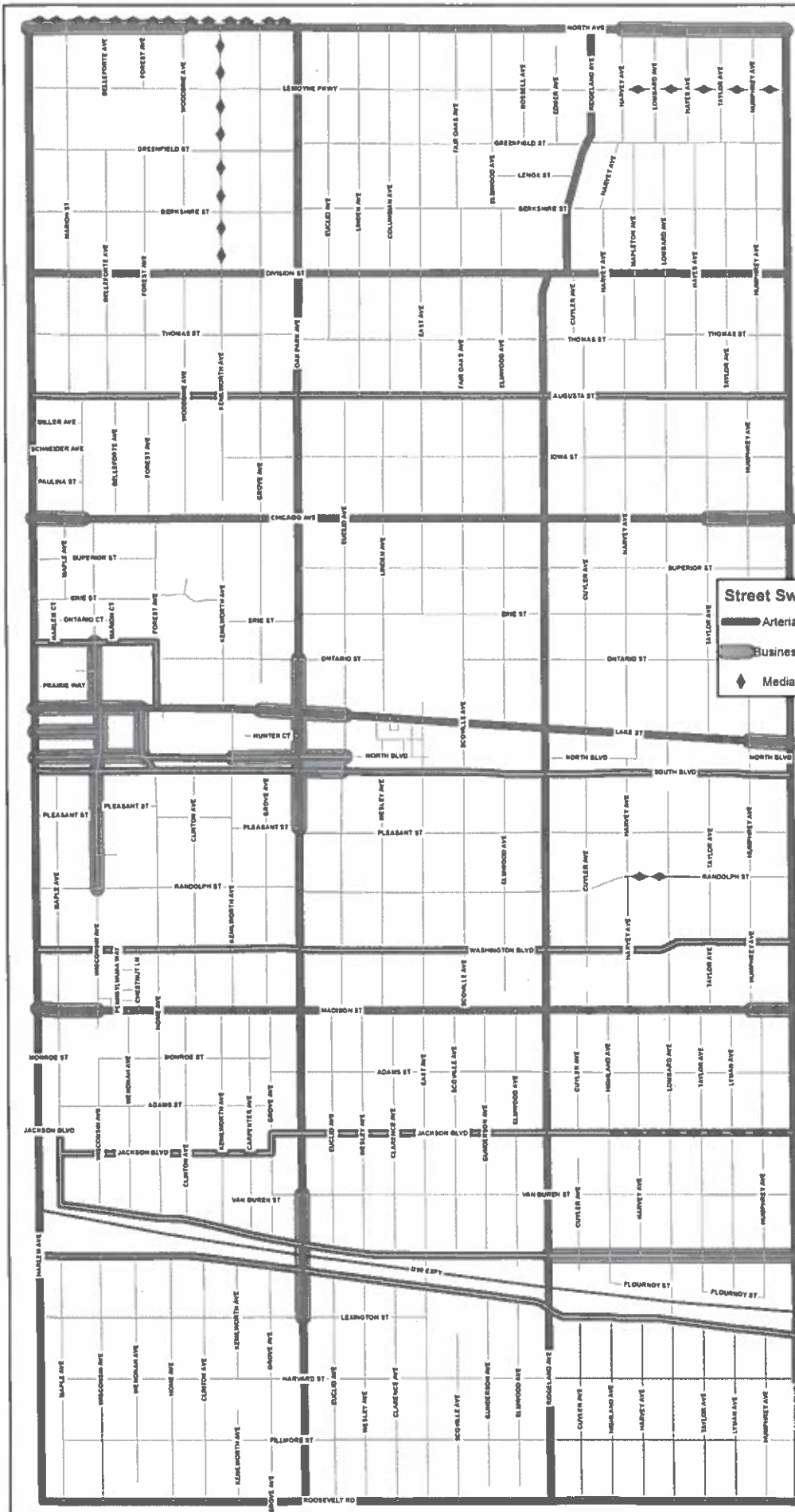
ATTEST:

By: Vicki Scaman
Its: Village Clerk

By: _____
Its:

Date: _____, 2019

Date: _____, 2019

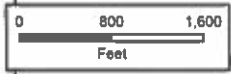


Street Sweeping Frequency

- Arterials (2x monthly)
- Business Districts (2x monthly)
- Median Islands

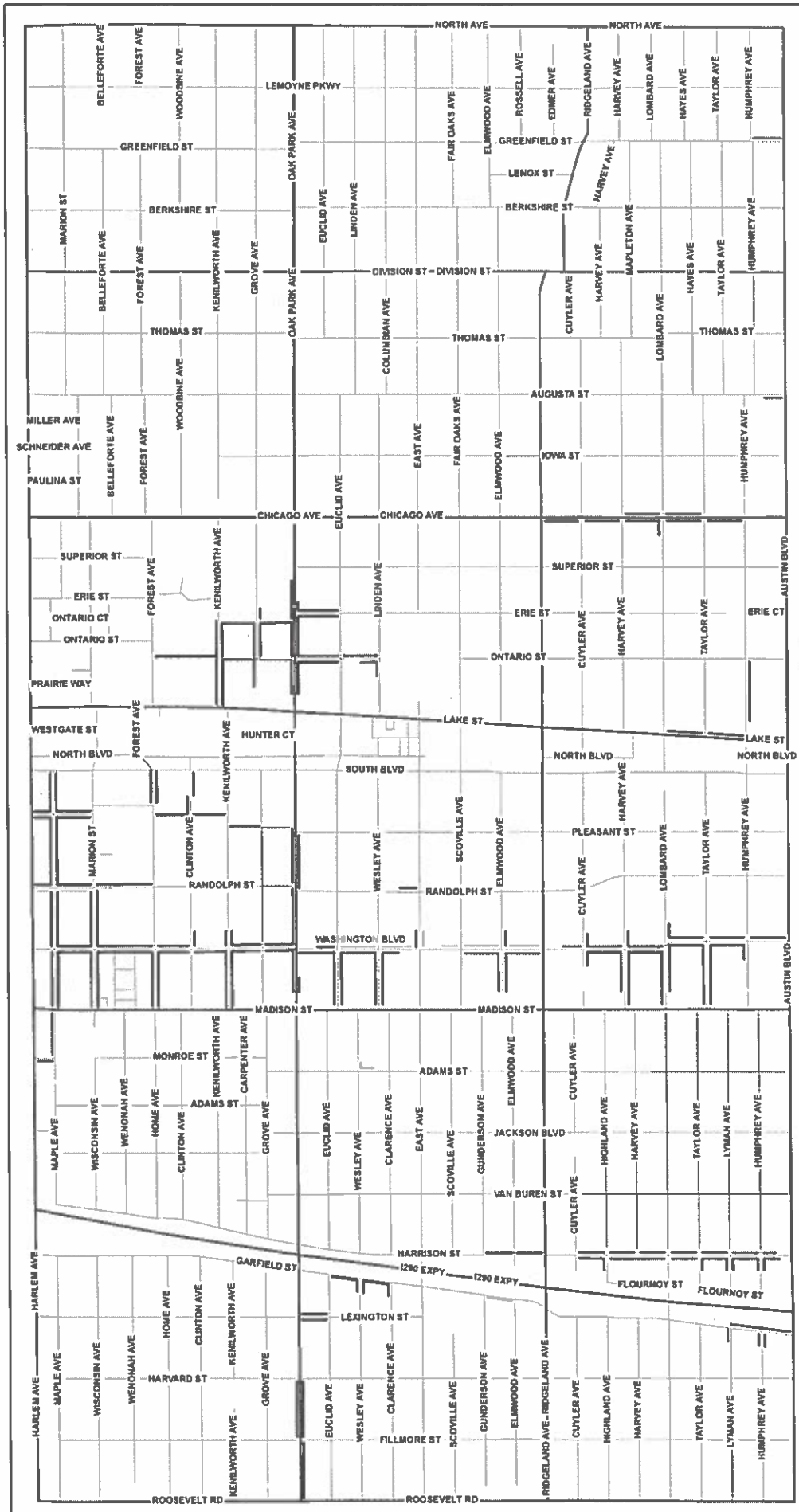
All other streets are considered as residential and shall be swept as directed

Main
 Arterials = 33 miles
 Other = 76 miles
 Total = 109 miles



Street Sweeping Routes and Schedule

Engineer: [Name]
 Designer: [Name]
 Date: [Date]
 Project: [Project Name]
 Revision: [Revision Number]



Legend

- No Parking Tue/Wed**
- NP 8AM-10AM Tue
 - NP 8AM-10AM Wed
 - NP 10AM-12PM Tue
 - NP 10AM-12PM Wed
 - NP 1PM-3PM Tue
 - NP 1PM-3PM Wed
 - NP 3PM-5PM Tue
 - NP 3PM-5PM Wed
 - NP 4PM-5PM Tue
 - NP 4PM-5PM Wed



Daytime Parking Restrictions Affecting Street Sweeping Operations As Of June 04, 2019

Created By: Michael Soper
 Checked On: June 04, 2019
 Printed On: June 04, 2019
 File No: 0081268017147.mxd



CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY)

12/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: Indemnity Insurance Co of North America		43575
INSURER C: ACE Fire Underwriters Insurance Company		20702
INSURER D:		
INSURER E:		
INSURER F:		

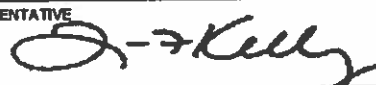
INSURED
1300299
WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT
700 E. BUTTERFIELD ROAD, 4TH FLOOR
LOMBARD IL 60148

COVERAGES ILDOWNGR CERTIFICATE NUMBER: 15042358 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G27873091	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25097890	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 003	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y WLR C6462278A (AOS) WLR C64622778 (AZ,CA,&MA) SCF C64622791 (WI)	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25097889	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. 30 DAY NOTICE OF CANCELLATION IS INCLUDED ON THE POLICIES

CERTIFICATE HOLDER 15042358 FOR BID PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF THE ASSISTANT SECRETARY

Dennis M. Wilt, being duly elected as Assistant Secretary of Waste Management of Illinois, Inc., a Delaware Corporation (the "Corporation"), does hereby certify as follows:

1. Denise Segal is the Illinois/Missouri Valley Market Area Sales Director/Manager.

2. As the Illinois/Missouri Valley Market Area Sales Director/Manager, Ms. Segal is fully authorized to sign any and all bids, proposals and contracts on behalf of the Corporation, pursuant to the following resolution adopted by the Board of Directors of the Corporation on September 4, 2002, which resolution has not been amended, modified or rescinded:

RESOLVED, that any Market Area General Manager, Manager of Financial Control & Analysis, Controller or Market Area Sales Manager of the Corporation be, and each of them hereby is, authorized, following compliance with appropriate corporate policies and procedures, to submit a bid, proposal or contract (the "Proposal") on behalf of the Corporation; to execute on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with any such Proposal or resulting from the award of the bid to the Corporation.



Dennis M. Wilt, Assistant Secretary

Dated: August 20, 2013

Subscribed and sworn to before me
This 20th day of August, 2013.



Notary Public



LIST OF EQUIPMENT
Per Specifications, Item #XV(E.)

854547 2008 International / Schwartz – Mechanical Sweeper

854548 2008 International / Schwartz – Mechanical Sweeper

854522 2006 Freightliner / Johnston – Vacuum Sweeper

854624 2009 Sterling / Schwartz – Mechanical Sweeper

854625 2009 Sterling / Schwartz – Mechanical Sweeper

854636 2014 Autocar / Schwartz – Mechanical Sweeper

Waste Management Sweeping Department Unit Identification List

854154	1998 MACK MS200 MACK
854287	1994 GMC (GENER W7 GMC (GENERAL MOTORS)
854298	1998 MACK MS200 MACK
854299	1998 MACK MS200 MACK
854302	1999 MACK MS200 MACK
854304	1999 MACK MS200 MACK Dual sweep
854305	1999 MACK MS200 MACK Dual sweep
854375	2002 FREIGHTLIN HC70 Dual Sweep
854376	2002 FREIGHTLIN HC70 Dual Sweep
854395	2002 FREIGHTLIN HC70 Dual Sweep
854407	2000 GMC (GENER 3500 GMC (GENERAL MOTORS
854488	2004 ISUZU NPR ISUZU
854489	2004 ISUZU NPR ISUZU
854160	1998 MACK MS200 MACK
854728	1998 MACK MS200 MACK Vac, Dual Sweep,Wander hose, Pressure washer
854380	2002 STERLING C8000 STERLING
854390	2002 STERLING C8000 STERLING
854397	2002 STERLING C8000 STERLING
854433	2003 STERLING C8000 STERLING
854434	2003 STERLING C8000 STERLING
854547	2008 International Schwartz
854548	2008 International Schwartz
854522	2006 Frtlnr Johnston VT650 Dual/Wander
854505	2006 Frtlnr Johnston VT650 Dual/Wander
854624	2009 STERLING ACTERRA Vin # 2FZXCL0008AAC6347
854625	2009 STERLING ACTERRA Vin # 2FZXCL0099AAH7914
854637	2014 Autocar Swawrze M6 Vin#
854636	2014 Autocar Swawrze M6 Vin #

2000 FORD SL8000

2002 STERLING C8000

2014 AUTOCAR STREET SWEEP

2014 AUTOCAR STREET SWEEP

2018 FREIGHTLIN M2106

2018 FREIGHTLIN M2106

2018 FREIGHTLIN VT 651

2009 FREIGHTLIN CNG M7000

2009 FREIGHTLIN CNG M7000

2006 FREIGHTLIN JOHNSTON VT650

2006 FREIGHTLIN JOHNSTON VT650

|1999 MACK MS200 MACK

|1999 MACK MS200 MACK Dual sweep

|1999 MACK MS200 MACK Dual sweep

|2002 FREIGHTLIN HC70 Dual Sweep|

|2002 FREIGHTLIN HC70 Dual Sweep

|2002 FREIGHTLIN HC70 Dual Sweep