



# WAUKEGAN PARK DISTRICT

1324 GOLF ROAD • WAUKEGAN, IL 60087-4831 • PHONE (847) BIG-PARK • PHONE (847) 244-7275 • WWW.WAUKEGANPARKS.ORG

January 17, 2025

Dear Prospective Contractor:

The Waukegan Park District is accepting bids for Recycling and Solid Waste Collection/Disposal Services.

Please fill out the attached bid document and **return by 10:00 AM on Tuesday, February 4, 2025, in person or mail** to the Park Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, IL 60087. The bids should be clearly labeled **“2025-2026 Recycling and Solid Waste Collection/Disposal Services”** and to the attention of Tim Girmsheid. The contract is for a one year period with an option to renew at the end of the service year for up to two years. Owner will decide by February 1<sup>st</sup> of each year whether to renew the next years service contract, which starts May 1.

We appreciate your interest in the enclosed and welcome the opportunity to do business with you.

If needed, you can contact me by phone at 847-360-4755 or by the email listed above.

Sincerely,

*Tim Girmsheid*

Tim Girmsheid

Manager of Planning Services

Enclosure: 1

**REQUESTS FOR BIDS FOR  
RECYCLING AND SOLID WASTE  
COLLECTION / DISPOSAL SERVICES**

**May 1, 2025, to April 30, 2026**

**With option to extend up to two (2) years at the end  
of each Fiscal Year until 2028**



**WAUKEGAN PARK DISTRICT  
1324 Golf Road  
WAUKEGAN, IL 60087  
(847) 360-4725**

**BID DOCUMENTS/PROJECT MANUAL: 2025 - 2026 RECYCLING AND SOLID WASTE  
COLLECTION/DISPOSAL SERVICES**

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**DATE OF ADVERTISEMENT:  
JANUARY 17, AND 22, 2025**

**DUE DATE & BID OPENING:  
FEBRUARY 4, 2025  
10:00 AM**

**WAUKEGAN PARK DISTRICT PARK  
PARK MAINTENANCE FACILITY  
2211 ERNIE KRUEGER CIRCLE  
WAUKEGAN, IL 60087**

**TENTATIVE DATE OF BID APPROVAL:  
FEBRUARY 11, 2025  
4:30 PM**

**DELIVER/MAIL BID TO: TIM GIRMSCHIED  
MARKED "SEALED BID: 2025 - 2026 RECYCLING AND SOLID WASTE  
COLLECTION/DISPOSAL SERVICES"  
WAUKEGAN PARK DISTRICT PARK  
PARK MAINTENANCE FACILITY  
2211 ERNIE KRUEGER CIRCLE  
WAUKEGAN, IL 60087**

## NOTICE TO BIDDERS

The Waukegan Park District, Lake County, Illinois (“Owner” or “Park District”), invites bids for the following project:

### **1. 2025 – 2026 RECYCLING AND SOLID WASTE COLLECTION/DISPOSAL SERVICES**

Bid Documents, including Instructions to Bidders, General and any Special Conditions and Bid Forms are available electronically at <https://www.waukeganparks.org/business/> or by contacting the Waukegan Park District Park Department at 847-360-4725 or by email at [lsalinas@waukeganparks.org](mailto:lsalinas@waukeganparks.org).

**Each bid shall be placed in a sealed envelope and clearly marked “SEALED BID: Waukegan Park District, 2025 – 2026 RECYCLING AND SOLID WASTE COLLECTION/DISPOSAL SERVICES”. The envelope shall be addressed and delivered to and received by the Park District at the following location: Waukegan Park District Parks Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, Illinois 60087. No responsibility shall be attached to any person for premature opening of a bid not properly identified.**

**Bids shall be received until 10:00 AM on TUESDAY, FEBRUARY 4, 2025. Immediately thereafter, the bids will be publicly opened and read aloud. Bids received after that time or at a different location will be rejected.**

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The District’s tax exemption number shall only be used by the successful Bidder for the Work of this Project.

No bid may be withdrawn, and all bids shall remain firm for sixty (60) days after the bid opening.

The Contractor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity. State law mandates an open and competitive bidding process and requires that publicly procured contracts be awarded to the lowest responsible and responsive bidder with no demonstrated preference based on the bidder’s location, race and gender. Therefore, the Park District is unable to give preference to competitively bid projects, but does encourage submission from local, women, and minority bidders.

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

By Order of the Board of Park Commissioners of the  
Waukegan Park District

Jay Lerner, Executive Director

Waukegan Park District (847) 360-4725  
**PUBLISHED DATE: JANUARY 17, 2025**

## SECTION 1 GENERAL SPECIFICATIONS

### **1.01    GENERAL**

The following instructions relate to the proper form and method for submitting the Bid Proposal, the accompanying surety, the provisions for the letting of Contracts, and to such other matters.

### **1.02    PREPARATION AND SUBMISSION OF BIDS**

Each bid must be placed in an opaque-sealed envelope and clearly marked "**SEALED BID: 2025 - 2026 RECYCLING AND SOLID WASTE COLLECTION/DISPOSAL SERVICES**" and addressed and delivered to and received by the Park District at the following location: **Waukegan Park District Park Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, Illinois 60087. Bids shall be received until 10:00 AM on FEBRUARY 4, 2025.** Immediately thereafter, the bids will be publicly opened and read aloud. Bids arriving after the specified time or at a different location will be rejected and will be returned unopened, including mailed bids regardless of when post marked.

Bid Documents, including Instructions to Bidders, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, are available **electronically by contacting the Waukegan Park District Parks Department at 847-360-4725 or by email at [lsalinas@waukeganparks.org](mailto:lsalinas@waukeganparks.org)**. Office hours are Monday-Friday, 7:00 a.m. - 3:30 p.m. Any questions related to the bidding requirements shall be directed to **TIM GIRMSHEID, PROJECT MANAGER, AT 847-360-4755 BY EMAIL AT [TGIRMSHEID@WAUKEGANPARKS.ORG](mailto:TGIRMSHEID@WAUKEGANPARKS.ORG)** .

It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents may be considered non-responsive. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Waukegan Park District upon request of the Bidder.

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

As part of the attached Bid Proposal Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Proposal Form provided may result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

### **1.03    REQUIREMENTS OF BIDDERS**

Bidders must be able to demonstrate that they: (1) have experience in performing, have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; (2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred on determined ineligible for public contracts by any governmental agency.

### **1.04    SURETY**

All bids must be accompanied by a bid bond or bank cashier's check payable to the Waukegan Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders as determined by the Waukegan Park District will be returned after the decision to accept or reject bids by the Waukegan Park District's Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Waukegan Park District and a certificate of insurance naming the Waukegan Park District as the certificate.

The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of such default, the Park District need not return the defaulting Bidder's bid surety and may charge against and recover from the defaulting Bidder the full difference between the amount of the Contract awarded to the defaulting Bidder and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed with another contractor, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

### **1.05    WITHDRAWAL OF BID**

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

### **1.06    ACCEPTANCE AND CONTRACT**

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Waukegan Park District; no other act by the Waukegan Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Waukegan Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Waukegan Park District shall sign and deliver to the Waukegan Park District for execution by the Waukegan Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so,

he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeits the Bid Security.

#### **1.07    ADDENDA**

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail, email or fax to each Plan holder. The written Addenda constitute the only interpretations of the Bid Documents; the Waukegan Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he/she has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Waukegan Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

#### **1.08    DESCRIPTION OF SERVICES**

- A. To provide collection and disposal services for solid waste and recycling items.
  - 1. Service sites: Multiple service sites are listed on the attached bid sheet.
  - 2. Container types: Various container sizes are required and are listed on the attached bid sheet.
  - 3. Haul frequency: Each service site has an individual monthly haul frequency which is listed on the attached bid sheet.
  - 4. Commingled Recyclable materials may include the following:
    - a) **Plastic:** Plastic household containers, bottles of any size, jugs, tubs, cups, clamshell style containers, reusable food containers, laundry baskets, hangers, buckets, storage totes, plant pots, etc.
    - b) **Aluminum:** Food and beverage cans formed by aluminum containers and aluminum foil.
    - c) **Glass:** All types of clear and colored bottles and jars.
    - d) **Mixed Paper and Cardboard:** Scrap paper, mail, envelopes (including window), copy paper, office paper, shredded paper, cards, cardboard boxes, cereal & frozen food boxes, newspaper, ads, inserts, catalogs, magazines, phone books, hardcover and soft cover books, paper egg cartons, paper cups, milk, juice and other paper beverage cartons, paper tubes, wrapping paper.
    - e) **Metal:** Steel and tin cans, spray cans, paint cans, kitchen pots, pans and tray, utensils.

**1.09 TERM OF SERVICE**

- A. Service shall commence upon signing of a service agreement which shall be agreeable to both parties. **The service agreement shall be for a one (1) year term of May 1, 2025, through April 30, 2026. The Waukegan Park District reserves the right to extend the contract for an additional year at the end of each contract year for a max of two additional years. Waukegan Park District plans to review services and renew contract at the beginning of February every year.** The Waukegan Park District reserves the right to terminate its agreement and respective service with the Contractor at any time.

**1.10 MONTHLY SERVICE CHARGES**

- A. Charges for service shall be itemized and billed monthly. **The Waukegan Park District will pay the full amount of the monthly statement and will review the monthly billing for accuracy. Any overpayment, including charges for missed service pickups, will be refunded by the contractor. The Waukegan Park District will notify the contractor promptly if any discrepancies are found, unless fees were increased or services provided that were not previously agreed upon.**
- B. If recycling is not picked up due to contamination no additional fees shall be applied for contamination.

**1.11 SPECIFIC REQUIREMENTS FOR SPORTSPARK**

- A. For residential collection services at the SportsPark, all waste and recycling pickups must occur on Tuesdays of each week. This scheduling is non-negotiable. In the event that this weekly Tuesday pickup cannot be guaranteed, the Waukegan Park District reserves the right to outsource all waste and recycling services for the SportsPark location to a different provider.
- B. Service Volume and Frequency: The number of waste and recycling containers to be serviced at the SportsPark varies depending on the weekly usage of the facility. The site may produce up to 70 containers of waste and up to 70 containers of recycling in a week, although this is rare. The average weekly totals over the course of the season is approximately 15 waste containers and 25 recycling containers per week.
- C. Site Logistics: Containers are spread throughout the facility, and it is required that the contractor's driver drives through the entire complex to service each container. This includes checking and emptying containers located in different areas of the park to ensure thorough service. All containers will be placed at curbside.

**1.12 ADDITIONAL FEES**

- A. Overages: Any overages shall incur a per-incident fee. The contractor shall provide evidence of the overage to the customer to substantiate the fee.
- B. Recycling Contamination: Any incident of contamination (e.g., non-recyclable items in the recycling container) will result in a per-incident fee. The contractor will notify the customer of the incident and provide evidence to substantiate the contamination, along with the fee applied.

**1.13 ROLL-OFF CONTAINERS**

- A. Roll-off containers are to be charged solely based on the frequency of service and not on a monthly basis although kept on-site. All roll-offs will be retained on-site for the full duration of the contract and will be serviced on an on-call basis. The frequency of roll-off service shall be contingent upon actual need, as determined by the Waukegan Park District. This includes one 30-yard roll-off for waste at the Park Maintenance Facility, one 20-yard roll-off for landscape waste at Bonnie Brook Maintenance, and one 20-yard roll-off for landscape waste at the Park Maintenance Facility.



**1.14 EQUIPMENT**

- A. The Contractor shall provide all recycling and waste collection/disposal equipment. All containers shall be clearly marked with Danger/Warning signs indicating the risk of personal injury.
- B. Contractor shall provide equipment in good condition, not damaged or rusted.
- C. Contractor may be required to replace collection/disposal equipment at owner's request during the contract period.

**1.15 INSURANCE REQUIREMENTS**

Contractor shall obtain, insurance of the types and in the amounts listed below:

- A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (GCL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and a general aggregate limit of \$2,000,000.

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

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 10 01 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute to it.

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

- B. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

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

- C. Workers Compensation Insurance

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

If Owner has not been included as an insured under CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in the Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

#### D. Pollution Liability

Company shall maintain insurance for pollution legal liability, and/or Asbestos Pollution Liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the insured facility. Coverage shall be maintained in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

This pollution legal liability coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.

If the pollution legal liability coverage is written on a claims-made basis, the Company warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three years beginning from the time that work under this contract is completed.

#### E. General Insurance Provisions

1. Prior to beginning work, contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s) executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for thirty (30) days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.

## 2. Acceptability of Insurers

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

## 3. Cross-Liability Coverage

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

## 4. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officer, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

## 5. Subcontractors

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

## F. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' 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 (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees,

incurred by reason of Contractor's breach of any of its obligation under, or Contractor's default of, any provision of the Contract.

**1.16 MODIFICATIONS OF CONTRACT DOCUMENTS AND CONTRACT WORK**

- A. The Contract Documents may be modified and changed from time to time by written order of the Owner, in a manner not materially affecting the substance thereof, if such changes are necessary to carry out and complete more fully and perfectly the work to be done and performed. The Contractor shall acknowledge, in writing, receipt of every such order. If the changes and modifications increase the expense of the work, the increased expenses shall be paid for by the Owner. If such changes and modifications decrease the expense of the work, the amount of said diminution shall be credited to the Owner. The additional payment or amount credited shall be as a basis previously agreed upon, in writing, by the Owner and the Contractor. No consequential loss or profit on work not executed shall be paid to the Contractor.
  
- B. Notification of Changes: Any changes to the terms, charges, services, or other important aspects of the agreement must be communicated as a written notice directly and promptly by the Contractor to the designated representative of the Waukegan Park District prior to the change taking effect. The Waukegan Park District will consider any changes requested and provide a written acknowledgment from the District's representative as to the acceptance of the change. Not until a change is accepted in writing can the change take effect. If a change is not accepted, contractor must finish the term as originally agreed to if they desire to keep the contract for the remainder of the term.

**1.17 CLAIMS OF EXTRA COMPENSATION**

- A. All claims for extra compensation over and above the amount agreed upon in the contract on account of any alterations or changes, or for any extra work such as price increases due to State Mandated Solid Waste Fees, etc., shall be filed, in writing, with the Owner by the Contractor, having attached thereto a copy of the original order for such alterations or changes or extra work, within thirty (30) days after the completion of said alterations or changes or extra work. The Contractor, before starting work on said alterations or changes or extra work, shall notify the Owner, by fax or e-mail, of his intentions to file such claims in order that a proper record of such work may be kept by the Owner. Should the Contractor fail to notify the Owner in advance as required, or to submit his claim within thirty (30) days, as required, it will be taken as conclusive that no claim exists.

**1.18 ALTERNATIVE BIDS OR PARTIAL PROPOSALS**

The Waukegan Park District encourages contractors to submit proposals for all or part of the services outlined in this RFQ. Contractors may submit a bid for any individual service site or component of the services as described (such as the SportsPark location) without the obligation to bid for all locations. The Waukegan Park District retains the discretion to evaluate and accept or reject proposals for partial services based on its operational needs, service requirements, and budget considerations.

**SECTION 2.0  
WAUKEGAN PARK DISTRICT  
RECYCLING AND SOLID WASTE DISPOSAL/COLLECTION  
MAY 1, 2025, THROUGH APRIL 30, 2026  
BID PROPOSAL**

THE UNDERSIGNED UNDERSTANDS THAT THE WAUKEGAN PARK DISTRICT RESERVES THE RIGHT TO WAIVE TECHNICALITIES, TO ACCEPT OR REJECT ANY OR ALL BIDS, TO ACCEPT ONLY PORTIONS OF A BID AND REJECT THE REMAINDER. OWNER WILL AWARD THE CONTRACT TO THE LOWEST MOST RESPONSIBLE AND RESPONSIVE BIDDER, AS DETERMINED BY OWNER. IN CONSIDERING THE BIDDER’S RESPONSIBILITY, THE OWNER MAY EVALUATE, AMONG OTHER FACTORS, THE ABILITY OF THE BIDDER TO PROVIDE EXPERIENCED LABOR SUFFICIENT IN NUMBERS TO TIMELY AND PROPERLY COMPLETE THE SERVICES, THE FINANCIAL CAPABILITY OF THE BIDDER, AND THE PERFORMANCE OF THE BIDDER ON OTHER SERVICE.

UNLESS THE FOREGOING PROPOSAL IS FREE FROM ALTERATIONS, ADDITIONS AND DEDUCTIONS, AND UNLESS THE NAME OF THE BIDDER AS SIGNED THERETO IS COMPLETE AND CORRECT IN ACCORDANCE WITH THE INSTRUCTION FOR PROPOSAL, IT MAY BE REJECTED AS INCOMPLETE.

THE PROPOSAL SHALL BE SIGNED BY A PRINCIPAL OF THE CONTRACTOR’S COMPANY: INDIVIDUALS AND PARTNERSHIPS SHALL HAVE BOTH SIGNATURES. IF THE BIDDER IS A CORPORATION, THE BID SHALL BE STAMPED WITH THE FIRM CORPORATE SEAL.

The undersigned hereby proposes the rates identified on the **RECYCLING & SOLID WASTE DISPOSAL/COLLECTION BID PROPOSAL** Section below, to furnish recycling and waste collection/disposal at the locations and frequency described as follows until **April 30, 2026**. **Proposed charges/prices shall be guaranteed until April 30, 2026 (assuming the Waukegan Park District renews for the additional two years).**

Waste Collection Service Site	Qty	Container Type	Pick Up Dates	Monthly Haul Frequency (May – April)											
				<u>M</u>	<u>J</u>	<u>J</u>	<u>A</u>	<u>S</u>	<u>O</u>	<u>N</u>	<u>D</u>	<u>J</u>	<u>F</u>	<u>M</u>	<u>A</u>
Administrative Center	1	2 yd.	Fri	2	2	2	2	2	2	2	2	2	2	2	
Adaptive Recreation Center	1	90 gal.	Thu	4	4	-	4	4	4	4	4	4	4	4	
Adaptive Recreation Center	2	90 gal.	Thu	-	-	4	-	-	-	-	-	-	-	-	
Belvidere Recreation Center	2	2 yd.	Mon & Fri	8	8	8	8	8	8	8	8	8	8	8	
Bonnie Brook Clubhouse	1	6 yd.	Tue & Fri	8	8	8	8	8	8	4	4	4	4	8	
Bonnie Brook Maintenance	1	6 yd.	Tue	4	4	4	4	4	4	4	-- On call --			4	
Bonnie Brook Maint. Facility (General Waste)	1	6 yd.	-- On call --	---- On call ----											
Bonnie Brook Maint. Facility (Landscape Waste)	1	20 yd.	-- On call --	---- On call ----											
Bowen Park Jack Benny Center	2	2 yd.	Mon & Fri	8	8	8	8	8	4	4	4	4	4	8	
Bowen Park Lilac Cottage	1	90 gal.	Thu	4	4	4	4	4	4	4	4	4	4	4	
Bowen Park Haines Museum	1	90 gal.	Mon	4	4	4	4	4	4	4	4	4	4	4	
Carnegie Museum	2	90 gal.	Tue	4	4	4	4	4	4	4	4	4	4	4	
Greenshire Golf Course	2	90 gal.	Thu	4	4	4	4	4	-- On call --						
Greenshire Golf Course (General Waste)	1	90 gal.	-- On call --	---- On call ----											
Hinkston Park Field House	4	2 yd.	Mon & Fri (& Wed in March)	8	8	8	8	8	8	8	8	8	12	8	
Park Maintenance Facility (General Waste)	1	30 yd.	-- On call --	---- On call ----											
Park Maintenance Facility (Landscape Waste)	1	20 yd.	-- On call --	---- On call ----											
SportsPark Maintenance	1	6 yd.	Tue & Fri	8	8	8	8	8	8	4	--- On call ----			4	

SportsPark Maintenance (General Waste)	1	6 yd.	-- On call --	---- On call ----											
---	---	-------	---------------	-------------------	--	--	--	--	--	--	--	--	--	--	--

Recycle Collection Service Site  (Comingled Glass, Plastic, Aluminum, Cardboard and Mixed Paper)	Qty.	Container Type	Pick Up Dates	Monthly Haul Frequency (May – April)											
				M	J	J	A	S	O	N	D	J	F	M	A
Administrative Center	1	2 yd.	Fri	1	1	1	1	1	1	1	1	1	1	1	1
Adaptive Recreation Center	1	90 gal.	Thu	4	4	4	4	4	4	4	4	4	4	4	4
Belvidere Recreation Center	1	2 yd.	Wed	4	4	4	4	4	4	4	4	4	4	4	4
Bonnie Brook Clubhouse	1	6 yd.	Tues	4	4	4	4	4	4	4	4	4	4	4	4
Bonnie Brook Maintenance	1	4 yd.	Tue	4	4	4	4	4	4	-- On Call --					4
Bonnie Brook Maintenance	1	4 yd.	-- On call --	-- On Call --											
Carnegie Museum	2	90 gal.	Tue	4	4	4	4	4	4	4	4	4	4	4	4
Greenshire Golf Clubhouse	1	90 gal.	Thu	4	4	4	4	4	4	-- On Call --					
Hinkston Park Field House	2	2 yd.	Wed	4	4	4	4	4	4	4	4	4	4	4	4
Park Maintenance Facility	1	4 yd.	Wed	4	4	4	4	4	4	4	4	4	4	4	4
Park Maintenance Facility	1	4 yd	-- On call --	-- On Call --											
<b>Residential Collection</b>															
SportsPark Waste	-	90 gal. (green)	Tue	4	4	4	4	4	4	-- On Call --					4
SportsPark Recycle Blue	-	65 gal./90 gal. (blue)	Tue	4	4	4	4	4	4	-- On Call --					4

**WAUKEGAN PARK DISTRICT  
 RECYCLING & SOLID WASTE DISPOSAL/COLLECTION BID PROPOSAL  
 May 2025 THROUGH APRIL 2026**

<u>Service Site</u>	<u>Container Type</u>	<u>Frequency</u>	<u>Cost</u>
<b>SOLID WASTE</b>			
<b>Adaptive Recreation Center</b> 540 South McAlister Avenue	90 gal. (general waste)	4 times/month	\$ _____ /month
<b>Multiple Locations:</b> <b>A. Bowen Park Lilac Center</b> 1911 North Sheridan Road <b>B. Bowen Park Haines Museum</b> 1917 North Sheridan Road	90 gal. (general waste)	4 times/month	\$ _____ /month
<b>Multiple Locations:</b> <b>A. Greenshire Golf Clubhouse</b> 38727 North Lewis Avenue <b>B. Adaptive Recreation Center</b> 540 South McAlister Avenue <b>C. Carnegie Museum</b> 1 N Sheridan Road	(2) 90 gal. (general waste)	1 haul "on call"	\$ _____ /pickup
		4 times/month	\$ _____ /month
<b>Administrative Center</b> 1324 Golf Rd	2 yd. (general waste)	1 haul "on call"	\$ _____ /pickup
		2 times/month	\$ _____ /month
<b>Multiple Locations:</b> <b>A. Belvidere Recreation Center (Fence)</b> 412 South Lewis Avenue <b>B. Bowen Park Jack Benny Center (Fence)</b> 39 Jack Benny Drive	(2) 2 yd. (general waste)	1 haul "on call"	\$ _____ /pickup
		4 times/month	\$ _____ /month
		8 times/month	\$ _____ /month
<b>Hinkston Field House</b> 810 N Baldwin Avenue	(4) 2 yd. (general waste)	1 haul "on call"	\$ _____ /pickup
		8 times/month	\$ _____ /month
		12 times/month	\$ _____ /month
<b>Multiple Locations:</b> <b>A. Bonnie Brook Clubhouse</b> 2800 North Lewis Avenue <b>B. Bonnie Brook Maintenance Facility</b> 2231 South Bonnie Brook Lane <b>C. SportsPark Maintenance</b> 3391 W. Beach Road	6 yd. (general waste)	1 haul "on call"	\$ _____ /pickup
		4 times/month	\$ _____ /month
		8 times/month	\$ _____ /month
<b>Multiple Locations: (Landscape Waste)</b> <b>A. Bonnie Brook Maintenance Facility</b> 2231 South Bonnie Brook Lane <b>B. Park Maintenance Facility</b> 2211 Ernie Krueger Circle	20 yd. (landscape waste) <i>Roll Off Container</i>	1 haul "on call"	\$ _____ /trans
<b>Park Maintenance Facility (General Waste)</b> 2211 Ernie Krueger Circle	30 yd. (general waste) <i>Roll Off Container</i>	1 haul "on call"	\$ _____ /trans
			\$ _____ /ton

RECYCLING			
<b>Adaptive Recreation Center</b> 540 South McAlister Avenue	90 gal. (comingled recycling)	4 times/month	\$ _____ /month
<b>Greenshire Golf Clubhouse</b> 38727 North Lewis Avenue	90 gal. (comingled recycling)	1 haul "on call"	\$ _____ /pickup
		4 times/month	\$ _____ /month
<b>Carnegie Museum</b> 1 N Sheridan Road	(2) 90 gal. (comingled recycling)	1 haul "on call"	\$ _____ /pickup
		4 times/month	\$ _____ /month
<b>Multiple Locations:</b> <b>A. Administrative Center</b> 1324 Golf Rd <b>B. Belvidere Recreation Center</b> 412 South Lewis Avenue	2 yd. (comingled recycling)	1 haul "on call"	\$ _____ /pickup
		1 time/month	\$ _____ /month
		2 times/month	\$ _____ /month
		4 times/month	\$ _____ /month
<b>Hinkston Field House</b> 810 N. Baldwin Avenue	(2) 2 yd. (comingled recycling)	1 haul "on call"	\$ _____ /pickup
		4 times/month	\$ _____ /month
<b>Multiple Locations:</b> <b>A. Bonnie Brook Maintenance Facility</b> 2231 South Bonnie Brook Lane <b>B. Park Maintenance Facility</b> 2211 Ernie Krueger Circle	4 yd. (comingled recycling)	1 haul "on call"	\$ _____ /pickup
		4 times/month	\$ _____ /month
<b>Bonnie Brook Clubhouse</b> 2800 North Lewis Avenue	6 yd. (comingled recycling)	1 haul "on call"	\$ _____ /pickup
		4 times/month	\$ _____ /month
RESIDENTIAL			
<b>Waukegan SportsPark</b> 3391 W. Beach Rd.	90 gal. trash <i>green</i> , 65 gal./90 gal. recycling <i>blue</i> , (emptying amount varies per week)	4 times/month	\$ _____ /month
<b>SportsPark Special Event Pickup</b> 3391 W. Beach Rd.	trash/recycling Special Event Pickup 90 gal. trash <i>green</i> , 65 gal./90 gal. recycling <i>blue</i> , (Estimate to empty 60 containers per pickup)	1 haul "on call"	\$ _____ /trans

Miscellaneous Fees	
Overages	\$ _____ per incident
Recycling Contamination	\$ _____ per incident



SECTION 4

BASE BID: MAY 1, 2025 – APRIL 30, 2026 \$

BASE BID: MAY 1, 2026 – APRIL 30, 2027 \$

BASE BID: MAY 1, 2027 – APRIL 30, 2028 \$

**PRICE BID/COST GUARANTEED FOR THREE (3) YEARS THROUGH APRIL 30, 2028.**

<b>Company Name</b>	
<b>Address</b>	<b>Phone Number</b>
<b>City</b> <b>ST</b> <b>ZIP</b>	<b>Email</b>
<b>Name</b>	<b>Title</b>
<b>Signature</b>	<b>Date</b>

**SECTION 3**  
**SERVICE CONTRACT LIST**

List three (3) of the largest SERVICE CONTRACTS completed in the past three (3) years which are similar in scope to the **2025 - 2026 RECYCLING AND SOLID WASTE COLLECTION/DISPOSAL SERVICES**.

**1. Owners' Name** \_\_\_\_\_

Description \_\_\_\_\_

Client Name \_\_\_\_\_

Original -- Contract Amount \_\_\_\_\_ Final Contract amount \_\_\_\_\_

Contract Final Completion Date \_\_\_\_\_ Actual Final Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**2. Owners' Name** \_\_\_\_\_

Description \_\_\_\_\_

Client Name \_\_\_\_\_

Original -- Contract Amount \_\_\_\_\_ Final Contract amount \_\_\_\_\_

Contract Final Completion Date \_\_\_\_\_ Actual Final Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**3. Owners' Name** \_\_\_\_\_

Description \_\_\_\_\_

Client Name \_\_\_\_\_

Original -- Contract Amount \_\_\_\_\_ Final Contract amount \_\_\_\_\_

Contract Final Completion Date \_\_\_\_\_ Actual Final Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_ Email \_\_\_\_\_

## MAINTENANCE SERVICES AGREEMENT

This Maintenance Services Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between Waukegan Park District, an Illinois park district and unit of local government (“Park District”), and **Company Name**, an Illinois corporation (the “Contractor”). The Park District and Contractor are hereinafter sometimes collectively referred to as the “Parties” or individually as “Party.”

### WITNESSETH

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

#### **1. Labor and Materials**

The Contractor shall provide all labor, equipment and materials required to complete the following work: maintenance services at **Park Name, Address** Waukegan, IL 60085 (“**simple project site name**”), as indicated in Contractor’s proposal dated **Month Day, 2023** (the “Work”), attached to and incorporated as part of this Agreement as **Exhibit B**.

#### **2. Contract Documents**

The Contract Documents consist of this Agreement between the Park District and the Contractor; the **Bid Documents/Specifications: 2025 - 2026** \_\_\_\_\_, attached to and incorporated as part of this Agreement as **Exhibit A**; Contractor’s Proposal, attached to and incorporated as part of this Agreement as **Exhibit B**; **Contractor’s Compliance and Certifications Attachment**, attached to and incorporated as part of this Agreement as **Exhibit C**; **Insurance and Indemnification Requirements and Contractors Certificate(s) of Insurance**, attached to and incorporated as part of this Agreement as **Exhibit D**; and **Prevailing Wage Supersedes Notice**, attached to and incorporated as part of this Agreement as **Exhibit E**; and any modifications issued after the execution of this Agreement.

#### **3. Term**

Unless terminated earlier as provided in this Agreement, the term of this Agreement shall be for **one (1) year**, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ (“Term”).

#### **4. Performance of Work**

Contractor agrees to perform all Work in a good and workmanlike manner and otherwise comply with requirements of the specifications in Contractor’s Proposal. Contractor shall not interfere in any way with, and shall cooperate fully with, other contractors used by Park District for any other work at the service site.

Contractor will provide trained personnel to properly and timely perform the Work (“Contractor’s Employees”). Contractor will select, train and direct Contractor’s Employees to perform the Work and Contractor will be responsible for their appearance and conduct while on Park District property. Contractor’s Employees will wear uniforms for identification purposes at all times while on Park District property to perform the Work. Contractor’s Employees will be subject to the rules and regulations of the Park District. Contractor shall immediately remove and replace any Contractor Employees identified by the Park District as not providing the Work in accordance with the Contract Documents.

## **5. Contract Sum**

Subject to Paragraph 3 of this Agreement, the Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement, the monthly sum of **Written amount and 00/100 Dollars (\$000.00)** (“Contract Sum”). The Contract Sum shall be paid and shall bear interest in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

## **6. Cleaning Up**

The Contractor shall keep the Job Site(s) and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Work. At completion of any portion of the Work, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor’s tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Park District may do so and the cost thereof shall be charged to the Contractor.

## **7. Safety of Persons and Property**

- A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to
  1. employees engaged in the Work, Park District employees and patrons, and other persons who may be affected thereby;
  2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor’s Subcontractors or Sub-subcontractors; and
  3. other property at the Job Site(s).
  
- B. The Contractor shall maintain reasonable safeguards for safety and protection in the performance of the Work, including posting danger signs and other warnings against hazards, and notifying users of the Field House of the same if applicable.

- C. When use or storage of hazardous materials or equipment are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- D. The Contractor shall promptly remedy damage and loss to the site of the Work caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by the Park District, or by anyone for whose acts the Park District may be liable, and not attributable to the fault or negligence of the Contractor.

## **8. Termination**

The Park District may terminate this Agreement as follows:

- a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause upon fourteen (14) days prior written notice. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Agreement; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved Work properly performed before the effective date of termination. Contractor shall not be entitled to damages resulting from termination for convenience under this Section.
- b. If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Agreement and does not remedy such failure, breach or default within three (3) business days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may terminate this Agreement and enter into an agreement with another contractor or contractors to provide the Work. In such event, Park District shall not be liable to Contractor for all or any portion of the Contract Sum. Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

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

#### **9. Insurance**

Contractor will procure and maintain the insurance coverages provided in **Exhibit D**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

#### **10. Indemnification**

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

#### **11. No Liability of the Park District**

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including without limitation Contractor's Employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to the performance of the Work. The Park District is not liable for acts or omissions of Contractor or any of the Contractor's Employees, Subcontractors, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

#### **12. Compliance with Laws and Permits**

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and

shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

**13. Notice**

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

FOR THE PARK DISTRICT:

Waukegan Park District  
2211 Ernie Krueger Circle  
Waukegan, IL 60087  
Attn: Quincy

FOR THE CONTRACTOR:

Company Name  
Address  
Town, IL Zip Code  
Attn: Contact Person

**14. Local, Women, and Minority Hiring Encouraged**

Contractor shall use reasonable effort to employ local, women, and minority. Additionally, Contractor shall use reasonable effort to utilize local, women, and minority owned Subcontractors.

**15.. Choice of Law and Venue**

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Lake County, Illinois, but only after exhausting all possible administrative remedies. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not

limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

**16. No Third Party Beneficiary**

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

**17. No Waiver**

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

**18. Independent Contractor**

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other. It is understood that Contractor is not an employee of the District and is therefore not entitled to any benefits provided employees of District. Contractor has no authority to act as agent for, or on behalf of, the Park District, or to represent the Park District, or bind the Park District in any manner.

**19. Non-Assignment**

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District; provided, however, Contractor may assign this Agreement at any time to a parent, subsidiary or related company by giving the Park District prior written notice thereof.

**20. Entire Agreement**

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this



written Agreement shall be valid or binding. Modifications to this Agreement may only be made in writing and endorsed by the Parties.

**21. Headings**

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

**22. Severability**

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

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

**WAUKEGAN PARK DISTRICT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMPANY NAME**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_