

Property Committee Agenda Room 400, Government Center Thursday, November 5, 2009 3:45 p.m.

Roll Call		
Chairmai	n's Approval of Minutes – October 1, 2009	
Departm	ental Matters:	-
	 Items to be Presented for Action: a) Request Approval of Request for 2010 Approved Vendor List for Janitorial and 	: 1-7
2)	. , ,	1-7
	· · · · · · · · · · · · · · · · · · ·	
	(1) Area Disposal Services, Inc.	8-14 15-18
		19-22
	(4) Casali & Son's Disposal Service, Inc.	23-26
	("C.O.P.S.)	27-30
2)	Items to be Presented for Information:a) General Reportb) Other	
	Items to be Presented for Information:a) General Report	31
	Chairma Departm A. M 1) 2) B. Ja 1) 2) C. M	Chairman's Approval of Minutes — October 1, 2009 Departmental Matters: A. Matt Riehle, Director, Nursing Home 1)

- 4. Other Business and Communications
- 5. Recommend Payment of Bills and Transfers, if any, to County Board
- 6. Adjournment

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NURSING HOME (309) 888-5380 901 N. Main Normal, Illinois 61761

Date: November 5, 2009

To: Diane Bostic, Chairman, Property Committee

Members of the Property Committee

From: Matt Riehle, Administrator

McLean County Nursing Home

Re: Recommended Vendor List

Each year at this time, the McLean County Nursing Home co-ordinates the process of developing product specifications on the various janitorial products used in various County Departments. We then obtain price quotes on those products which we ask the vendor hold firm for a one year period. After a careful analysis, we then prepare a Recommended Vendor List and ask the Property Committee to approve this list and forward it to the McLean County Board for final approval.

Enclosed is the listing.



NURSING HOME (309) 888-5380 901 N. Main Normal, Illinois 61761

November 5, 2009

To: Diane Bostic, Chairman, Property Committee

Members of the Property Committee

From: Sharon Van Note, Director of Domestic Services

McLean County Nursing Home

Re: 2010 Final bids for janitorial products, paper, and plastic supplies

Kaeb Sanitary Supply, INC
P.O. Box 3122
Bloomington, IL 61702
Dave Kaeb 1-309-828-3011

Polypropylene Broom	JSE 932A	5.24ea.
36' Dust Mop Head 3 1/2"	trim JSM1036	9.25 ea.
24" Dust Mop Head 3 1/2"	trim JSM 1024	6.98 ea.
18" Dust Mop Head 3 1/2"	trim JSM 1018	5.85 ea.
Shout Laundry Stain		42.70 cs.
20 oz Wet Mop Head ETC	fantail ends	50.44 cs.
20" Stripping Pads	ETC	14.88 cs.
13" Stripping Pads	ETC	7.85 cs.

17" Blue Scrubbing Pad	ETC	11.58 cs.
17" Buffing Pad	ETC	11.58 cs.
Pails 10 qt.	RCP 2963	6.99 EA.
Brillo Pads		38.75 cs
Scrubbing Sponge	JSP 174	13.97 cs.
Bowl Cleaner	High Cling	22.35 cs.
Furniture Polish	Old English	42.80 cs.
Counter Brush	JSB 5308	3.57 ea.
Wasp, Bee, and Hornet Killer	Raid	53.27 cs.
Ice Melt	Safestep Blend	7.95 / #50lb
Oven Grill Bricks		30.86 cs.
Paper Kaeb	en de la companya de	
C-Fold Paper Towel	Scott # 151	37.23 cs.
9" x 600' Paper Towel	PP6600	27.00 cs.
1 Ply Toilet Tissue	PP1000	42.00 cs.
2 Ply Toilet Tissue	PP500	33.85 cs.
JRT Jr. Toilet Paper	PP202	24.95 cs.
13 x 13 Napkin	PP409347	31.55 cs.
8 x 13 Napkin	PP409892	29.90 cs.
Wax Sandwich Bags	Mar-63	68.50 cs.
6" Plates	PPASP10006	10.30 cs.

9" Plates	PPASP10009	17.15 cs.
5 oz Bowls	PPTH10004	18.70 cs.
12 oz Bowls	PPTH10012	18.90 cs.
Forks	PPKFSFORK	7.70 cs.
Spoons	PPKSPOON	7.70 cs.
Knife	PPKFKNIFE	7.70 cs.
6 x 5 Cling Film	PPANC65	14.20 rl.
18 x 2000 Cling Film	RND914	22.44 rl
3/4/oz Paper Cup	SWH075	37.00 cs.
8 oz Styrofoam Cup	Dart8J8	17.90 cs.

Jan Master

Mike Mize 1-217-433-5630

Floor Wax	Spell Binded	54.36 / 5 gal.
Floor Stripper	Problem Stripper	33.18 / 5 gal.
Restore	Citrus Scrub	23.27 / 5 gal.
Floor Sealer		33.68 / 5 gal.
Bowl Cleaner	Stix	29.29 cs.
RTU Glass Cleaner		14.78 cs.

Miller Janitorial Supply

1817 W. Hovey Normal, IL 61761 Daryl Miller 1-309-452-8396

Straw Broom No Wire or		
Metal 13" Blue Scrubbing Pad	Angel Broom Scrub 75/13	5.38 ea. 7.60 cs.
20" Buffing Pad	Super Polish 75/20	15.35 cs.
Sanitary Napkin	Stayfree # 4	35.36 cs.
Air Freshener	Air Lift	72.24 cs.
Spray Bottles		.44 ea.
Spray Triggers		.63 ea.
Cleaner all Purpose	SD-20 aerosol	31.92 cs.
Cleaner all Purpose	SD-20/5GAL	32.35/gal
Stainless Steel Pad	· · · · · · · · · · · · · · · · · · ·	11.40 cs.
Cleaning Powder	Spic & Span	86.00 cs.
Fly Spray	Spartan	42.60 cs.
Germicidal Cleaner	DMQ	39.87/5GAL

Interline Brands / DBA Am Sam 8700 N. Allen Road Peoria, IL61615 1-309-689-5525 OR 1-800-322-5344

Dust Pan	Renown 5135	2.09 ea.
Snuggle Fabric Softener	DRK2979953	39.05 ea
Drain Plungers	Impact 9200	4.86 ea.
Synthetic Scouring Pad	Renown 2114 #96	6.50 cs.
Window Squeegee's	UNGERNEY50	4.99 ea.
Replacement Blades	Unger rt 450	1.66 ea.
Neutralizer	Johnston 17048	45.35 cs.
Kleenex	KC21606	44.66 cs
Gloves Powder Free	Renown 5230	38.50 cs.
6 oz Styrofoam Cup	Dart 6J6	15.30 cs.

Central Supply Co. 501 N. Prairie Bloomington, IL Stephanie Shoemaker 1-309-828-5081

36" Dust Mop Frame 3 1/2		11.66 ea.
Dust Mop Treatment	HIL0104854	34.80 cs.
54" Mop Handle	HIL22688	5.59 ea.
24 oz Rayon Mop Head	RUBA152WHI	49.74 ea.

Mop Bucket /w/ Caster	7570yw	37.95 ea.
Mop Wringer	Gee1010	115.00 ea.
Folding Wet Floor Sign	6114-77	19.94 ea.
17" Stripping Pad	MIN08275	7.24 cs.
Tampons	Playtex7604605	65.46 cs
Stainless Steel Polish	HIL0103354	36.60 cs.
Lambs Wool Duster	UNSL3850	10.20 ea.
Scouring Powder	Comet PGC02255	32.16 cs
F34CW/RS/WM/ECO/48" T12	Lamp	2.31 ea.
Ice Melt	Calcium Chloride	13.95/ 50lbs
Clorox Bleach	50000001	6.36 cs.
39" Liners	70% RECYCLED	8.11 cs.
46" Liners	70% RECYCLED	14.21 cs
58" Liners	70% RECYCLED	13.68 cs
23" Liner	70 % RECYCLED	19.24 cs.
9 1/2x 9 1/2 Multifold towel	100% Recycled pap22012	21.56 cs.
Embossed paper towel	100% Recycledpap10115cp	29.38 cs.
Straws	BWK381	63.28 cs.
Aluminum Foil	BWK7126	54.96 rl.
1 oz Plastic Cups	BWK5100	76.96 cs.



Facilities Management

104 W. Front Street, P.O. Box 2400 Bloomington, Illinois 61702-2400 (309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountyil.gov

To:

The Honorable Chairman and Members of the Property Committee

Mr. Terry Lindberg, County Administrator

From:

Director, Facilities Management

Date:

October 19, 2009

Subi:

Trash and Recycle Collection Services for 2010-2012

Our current three-year fixed price contracts for refuse and recycle collection services expire on December 31, 2009. On October 1, 2009, we advertised a Request for Proposals and mailed ten (10) bid packets to area refuse and recycle collection service companies. On October 16, 2009, as advertised, we conducted the bid opening in the County Auditor's Office. A total of six (6) area firms submitted fix price bids for the next contract period beginning January 1, 2010 to December 31, 2012.

Attached, is the Bid Tabulation sheet for the bids. For your convenience the bold numbers show the low bid for each category of service. This year, for the first time because we are now using this service, we bid our confidential paper shredding needs. Two area firms submitted bids for this service as shown on the Bid Tabulation sheet.

Also attached, is another sheet showing a comparison of each bid for each building of service with the last column showing the current pricing we have been paying for the past three years.

Ms. Hannah Eisner, First Assistant State's Attorney, has reviewed all enclosed contracts and has deemed them consistent with our standard refuse collection contracts.

We therefore request and recommend the enclosed contracts be approved by the Property Committee at the November meeting.

Thank you for your kind consideration of this matter.

JEM: enclosures

Cc: Ms. Hannah Eisner, First Assistant State's Attorney

Bid Opening Tabulation Sheet – Refuse, Recycling, and Confidential Paper Shredding Collection Services for 2010 - 2012 County of McLean Facilities - Bid Opening at 2:00 p.m., Friday, October 16, 2009 (at Auditor's Office)

Bids (3-year fixed dollars - bids are for each month of the thirty six months)

No Bid 188.00 95.00 No Bid	1 188.00 95.00 1 300.00 1 1 300.00
95.00 No	_i
75.00	
980.00	00.086
63.00	63.00 120.00
506.00	506.00 No Bid
250.00	
No Bid	No Bid No Bid
330.00	330.00 900.00
d Waste	Allied Waste
	400.00 No Bid 120.00 600.00 60.00 120.00 No Bid 300.00 120.00

Confidential Paper Shredding Bids: Bid is fixed price per bin when shredded as needed.

Cost per bin when shredded: (bins are provided at no charge)

4. Iron Mountain \$10.00

\$ 9.85

5.C.O.P.S.

Officiating at Bid Opening.

Jonnie Johnson, Auditor's Office

Refuse, Recycling, and Shredding Collection Services for McLean County Facilities: 2010-2012

Facility: 1A Law and Justice Center	Service: Refuse	2010-2012 Vendor: Allied Waste	2010-2012 Contract Price: 11,800.00	2010-2012 Monthly Price: 330.00	Expiring Contract Price: 11,412.00
1B Law and Justice Center	Recycling	Recycling Midwest Fiber	2,160.00	00.09	1,980.00
2 Government Center	Refuse	Area Disposal	8,496.00	236.00	7,704.00
3 Nursing Home	Refuse	Area Disposal	17,892.00	497.00	16,812.00
4 Highway	Refuse	Allied Waste	2,268.00	63.00	2,160.00
5 COMLARA	Refuse	Casali & Sons	21,600.00	00.009	13,860.00
6 Animal Control	Refuse	Casali & Sons	2,160.00	00.09	1,872.00
7A Juvenile Detention	Refuse	Area Disposal	3,348.00	93.00	3,744.00
7B Juvenile Detention	Recycling	Area Disposal	900.00	25.00	00.066
8 Health Department	Refuse	Allied Waste	6,768.00	188.00	6,480.00
9A MetCom	Refuse	Area Disposal	3,348.00	93.00	3,240.00
9B MetCom	Recycling	Area Disposal	900.00	25.00	990.00
Confidential Shredding	Shredding	C.O.P.S.	9.85 per bin	r bin	No Contract

CONTRACT FOR REFUSE AND RECYCLING COLLECTION SERVICES

This CONTRACT entered into this 17th day of November, 2009, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY), and Area Disposal Services, Inc. P.O. Box 9071, Peoria, Illinois 61612-9071 (hereinafter AREA), pursuant to the following terms and conditions.

- 1. AREA is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as to the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect AREA 'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. AREA is obligated to furnish at its own expense, all the necessary labor, equipment, tools, supplies, and materials.
- 2. AREA shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

AREA shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of AREA 'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of AREA or any subcontractor for any payments under any worker's compensation insurance carried on behalf of AREA or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by AREA or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of AREA during the period of such use by AREA or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of AREA.

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- 3. AREA shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.
- 4. In accordance with your proposal of October 16, 2009, and the bid requirements contained therein, the initial term of this Contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2010, and terminating at 12:59 p.m. on December 31, 2012.
- 5. AREA shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:
 - (which insures AREA 'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
 - {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
 - {c} Worker's Compensation Insurance in accordance with Illinois law.
 - {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

AREA shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to COUNTY ". In addition, said certificates shall list "the County of McLean, and its officers, agents, and employees as additional insured on all required insurance policies".

- 6. AREA shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
- 7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

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8. AREA shall perform duties of refuse and recycling collection services at the following COUNTY facilities, as specified in the original bid specifications, ("Exhibit A - Bid Specifications"), and AREA 'S bid proposal(s), from January 1, 2010, through December 31, 2012, for the following fixed-price fees for the 36 months of the contract period in accordance with your bid of October 16, 2009.

County Facility: Government Center 115 E. Washington Street Bloomington, Illinois	Fixed Monthly Fee for Three (3) Years: \$236.00 per month for Refuse Collection (Bid #2)
McLean County Nursing Home 901 N. Main Street Normal, Illinois	\$497.00 per month for Refuse Collection (Bid #3)
McLean County Juvenile Detention Center 903 N. Main Street Normal, Illinois	\$93.00 per month for Refuse Collection (Bid #7A) \$25.00 per month for Recycling collection (Bid #7B)
MetCom 2411 E. Empire Street Bloomington, Illinois	\$93.00 per month for Refuse Collection (Bid #9A) \$25.00 per month for Recycling Collection (Bid #9B)

- 9. AREA warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for shall be free from defects and AREA shall promptly repair or replace any items which are defective during the term of this Contract.
- 10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.
- 11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.
- 12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.
- 13. This Contract may not be assigned or subcontracted by AREA to any person or entity without the express written consent of COUNTY.
- 14. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

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- 15. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 16. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, mutually agreed and signed by the parties hereto.
- 17. All necessary and ordinary communications, submittals, approvals, requests, and notices related to this Contract shall be issued or received by:

If to County:

Director, Facilities Management

McLean County 104 W. Front Street

Bloomington, Illinois 61702-2400

Phone: (309) 888-5192

If to AREA:

Area Disposal Service, Inc.

P.O. Box 9071

Peoria, Illinois 61612-9071 Phone: (309) 681-3325

18. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 17th day of November, 2009.

APPROVED:	ATTEST:					
Matt Sorensen, Chairman of the McLean County Board	Area Disposal Services, Inc.					
Attest:						
Peggy Ann Milton, Clerk of the McLean County Board	Area Disposal Services, Inc.					

CONTRACT FOR REFUSE COLLECTION SERVICES

This CONTRACT entered into this 17th day of November, 2009, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY), and Allied Waste Services, 2112 W. Washington Street, Bloomington, Illinois 61704 (hereinafter ALLIED), pursuant to the following terms and conditions.

- 1. ALLIED is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as to the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect ALLIED 'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. ALLIED is obligated to furnish at its own expense, all the necessary labor, equipment, tools, supplies, and materials.
- 2. ALLIED shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

ALLIED shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of ALLIED 'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of ALLIED or any subcontractor for any payments under any worker's compensation insurance carried on behalf of ALLIED or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by ALLIED or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of ALLIED during the period of such use by ALLIED or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of ALLIED .

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- 3. ALLIED shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.
- 4. In accordance with your proposal of October 16, 2009, and the bid requirements contained therein, the initial term of this Contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2010, and terminating at 12:59 p.m. on December 31, 2012.
- 5. ALLIED shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:
 - (a) Comprehensive General Liability Insurance including Contractual Liability (which insures ALLIED 'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
 - (b) Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
 - {c} Worker's Compensation Insurance in accordance with Illinois law.
 - {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

ALLIED shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to COUNTY ". In addition, said certificates shall list "the County of McLean, and its officers, agents, and employees as additional insured on all required insurance policies".

- 6. ALLIED shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
- 7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

Page three

8. ALLIED shall perform duties of refuse collection services at the following COUNTY facilities, as specified in the original bid specifications, ("Exhibit A - Bid Specifications"), and ALLIED 'S bid proposal(s), from January 1, 2010, through December 31, 2012, for the following fixed-price fees for the 36 months of the contract period in accordance with your bid of October 16, 2009.

County Facility:
Law and Justice Center
104 W. Front Street
Bloomington, Illinois

Fixed Monthly Fee for Three (3) Years: \$330.00 per month for Refuse Collection (Bid #1A)

McLean County Highway Dept. 102 S. Towanda-Barnes Road Bloomington, Illinois \$63.00 per month for Refuse Collection (Bid #4)

McLean County Health Dept. 200 W. Front Street Bloomington, Illinois \$188.00 per month for Refuse Collection (Bid #8)

- 9. ALLIED warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for shall be free from defects and ALLIED shall promptly repair or replace any items which are defective during the term of this Contract.
- 10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.
- 11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.
- 12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.
- 13. This Contract may not be assigned or subcontracted by ALLIED to any person or entity without the express written consent of COUNTY.
- 14. Either party may terminate this Contract upon sixty (60) days written notice to the other party.
- 15. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

Page four

- 16. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, mutually agreed and signed by the parties hereto.
- 17. All necessary and ordinary communications, submittals, approvals, requests, and notices related to this Contract shall be issued or received by:

If to County:

Director, Facilities Management

McLean County 104 W. Front Street

Bloomington, Illinois 61702-2400

Phone: (309) 888-5192

If to ALLIED:

ALLIED Waste Services

2112 W. Washington Street Bloomington, Illinois 61604 Phone: (309) 827-8631

18. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 17th day of November, 2009.

APPROVED:	ATTEST:					
Matt Sorensen, Chairman of the McLean County Board	ALLIED Waste Services					
Attest:						
Peggy Ann Milton, Clerk of the	ALLIED Waste Services					

CONTRACT FOR RECYCLING COLLECTION SERVICES

This CONTRACT entered into this 17th day of November, 2009, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY), and Midwest Fiber Recycling, 422 White Oak Road, Normal, Illinois 61761 (hereinafter MIDWEST FIBER), pursuant to the following terms and conditions.

- 1. MIDWEST FIBER is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as to the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect MIDWEST FIBER 'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. MIDWEST FIBER is obligated to furnish at its own expense, all the necessary labor, equipment, tools, supplies, and materials.
- 2. MIDWEST FIBER shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

MIDWEST FIBER shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of MIDWEST FIBER 'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of MIDWEST FIBER or any subcontractor for any payments under any worker's compensation insurance carried on behalf of MIDWEST FIBER or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by MIDWEST FIBER or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of MIDWEST FIBER during the period of such use by COUNTY or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of MIDWEST FIBER .

Page two

- 3. MIDWEST FIBER shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.
- 4. In accordance with your proposal of October 16, 2009, and the bid requirements contained therein, the initial term of this Contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2010, and terminating at 12:59 p.m. on December 31, 2012.
- 5. MIDWEST FIBER shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:
 - (a) Comprehensive General Liability Insurance including Contractual Liability (which insures MIDWEST FIBER 'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
 - {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
 - {c} Worker's Compensation Insurance in accordance with Illinois law.
 - {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

MIDWEST FIBER shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to COUNTY". In addition, said certificates shall list "the County of McLean, and its officers, agents, and employees as additional insured on all required insurance policies".

- 6. MIDWEST FIBER shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
- 7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

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8. MIDWEST FIBER shall perform duties of recycling collection services at the following COUNTY facilities, as specified in the original bid specifications, ("Exhibit A - Bid Specifications"), and MIDWEST FIBER 'S bid proposal(s), from January 1, 2010, through December 31, 2012, for the following fixed-price fees for the 36 months of the contract period in accordance with your bid of October 16, 2009.

County Facility: Law and Justice Center

Law and Justice Center 104 W. Front Street Bloomington, Illinois

Fixed Monthly Fee for Three (3) Years:

\$60.00 per month for Recycling Collection and cart rental (Bid #1B)

- 9. MIDWEST FIBER warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for shall be free from defects and MIDWEST FIBER shall promptly repair or replace any items which are defective during the term of this Contract.
- 10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.
- 11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.
- 12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.
- 13. This Contract may not be assigned or subcontracted by MIDWEST FIBER to any person or entity without the express written consent of COUNTY.
- 14. Either party may terminate this Contract upon sixty (60) days written notice to the other party.
- 15. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 16. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, mutually agreed and signed by the parties hereto.

Page four

17.	All necessary and ordinary communications, submittals, approvals, requests, and
notices	related to this Contract shall be issued or received by:

If to County:

Director, Facilities Management

McLean County 104 W. Front Street

Bloomington, Illinois 61702-2400

Phone: (309) 888-5192

If to MIDWEST FIBER:

L TOTAL OF THE

Midwest Fiber Recycling 422 White Oak Road

Normal, Illinois 61761 Phone: (309) 452-0064

18. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 17th day of November, 2009.

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APPROVED:	AITESI:					
Matt Sorensen, Chairman of the McLean County Board	MIDWEST FIBER RECYCLING					
Wichean County Board	WID WEST TIBER RECTCEMEN					
Attest:						
Peggy Ann Milton, Clerk of the	ANDWINGS FIDED DEGLICI DIG					
McLean County Board	MIDWEST FIBER RECYCLING					

CONTRACT FOR REFUSE COLLECTION SERVICES

This CONTRACT entered into this 17th day of November, 2009, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY), and Casali & Son's Disposal Service, Inc., 2490 Brown Road, Carlock, Illinois 61725 (hereinafter CASALI), pursuant to the following terms and conditions.

- 1. CASALI is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as to the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect CASALI 'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. CASALI is obligated to furnish at its own expense, all the necessary labor, equipment, tools, supplies, and materials.
- 2. CASALI shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

CASALI shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of CASALI 'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of CASALI or any subcontractor for any payments under any worker's compensation insurance carried on behalf of CASALI or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by CASALI or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of CASALI during the period of such use by CASALI or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of CASALI .

Page two

- 3. CASALI shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.
- 4. In accordance with your proposal of October 16, 2009, and the bid requirements contained therein, the initial term of this Contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2010, and terminating at 12:59 p.m. on December 31, 2012.
- 5. CASALI shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:
 - {a} Comprehensive General Liability Insurance including Contractual Liability (which insures CASALI 'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
 - (b) Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
 - {c} Worker's Compensation Insurance in accordance with Illinois law.
 - {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

CASALI shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to COUNTY". In addition, said certificates shall list "the County of McLean, and its officers, agents, and employees as additional insured on all required insurance policies".

- 6. CASALI shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
- 7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

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8. CASALI shall perform duties of refuse collection services at the following COUNTY facilities, as specified in the original bid specifications, ("Exhibit A - Bid Specifications"), and CASALI 'S bid proposal(s), from January 1, 2010, through December 31, 2012, for the following fixed-price fees for the 36 months of the contract period in accordance with your bid of October 16, 2009.

County Facility:

Fixed Monthly Fee for Three (3) Years: \$600.00 per month for Refuse Collection (Bid #5)

COMLARA Park and Rec. 13001 Recreation Area Drive Hudson, Illinois

McLean County Animal Control 9279 N. 1375 East Road Bloomington, Illinois \$60.00 per month for Refuse Collection (Bid #6)

- 9. CASALI warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for shall be free from defects and CASALI shall promptly repair or replace any items which are defective during the term of this Contract.
- 10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.
- 11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.
- 12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.
- 13. This Contract may not be assigned or subcontracted by CASALI to any person or entity without the express written consent of COUNTY.
- 14. Either party may terminate this Contract upon sixty (60) days written notice to the other party.
- 15. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 16. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, mutually agreed and signed by the parties hereto.

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17. All necessary and ordinary communications, submittals, approvals, requests, and notices related to this Contract shall be issued or received by:

If to County:

Director, Facilities Management

McLean County 104 W. Front Street

Bloomington, Illinois 61702-2400

Phone: (309) 888-5192

If to CASALI:

CASALI & Sons Disposal Service, Inc.

2490 Brown Road Carlock, Illinois 61725 Phone: (309) 242-9001

18. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 17th day of November, 2009.

APPROVED:	ATTEST:					
Matt Sorensen, Chairman of the McLean County Board	CASALI & Sons Disposal Service, Inc.					
	Owner					
Attest:						
Peggy Ann Milton, Clerk of the						
McLean County Board	CASALI & Sons Disposal Service, Inc.					

CONTRACT FOR CONFIDENTIAL PAPER SHREDDING SERVICES

This CONTRACT entered into this 17th day of November, 2009, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY), and Confidential On-Site Paper Shredding, 422 White Oak Road, Normal, Illinois 61761 (hereinafter C.O.P.S.), pursuant to the following terms and conditions.

- 1. C.O.P.S. is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as to the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect C.O.P.S. 'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. C.O.P.S. is obligated to furnish at its own expense, all the necessary labor, equipment, tools, supplies, and materials.
- 2. C.O.P.S. shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.
- C.O.P.S. shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of C.O.P.S. 'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of C.O.P.S. or any subcontractor for any payments under any worker's compensation insurance carried on behalf of C.O.P.S. or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by C.O.P.S. or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of C.O.P.S. during the period of such use by C.O.P.S. or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of C.O.P.S.

Page two

- 3. C.O.P.S. shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.
- 4. In accordance with your proposal of October 16, 2009, and the bid requirements contained therein, the initial term of this Contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2010, and terminating at 12:59 p.m. on December 31, 2012.
- 5. C.O.P.S. shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:
 - (which insures C.O.P.S. 'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
 - (b) Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
 - {c} Worker's Compensation Insurance in accordance with Illinois law.
 - {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.
- C.O.P.S. shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to COUNTY". In addition, said certificates shall list "the County of McLean, and its officers, agents, and employees as additional insured on all required insurance policies".
- 6. C.O.P.S. shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
- 7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

Page three

8. C.O.P.S. shall perform duties of confidential paper shredding services at various COUNTY facilities, as specified in the original bid specifications, ("Exhibit A - Bid Specifications"), and C.O.P.S. 'S bid proposal, from January 1, 2010, through December 31, 2012, for the following fixed-price fee for the 36 months of the contract period in accordance with your bid of October 16, 2009.

County Facility:
Various County Facilities

Fixed Monthly Fee for Three (3) Years: \$9.85 when a bin is shredded, potential 30 locking bins provided by C.O.P.S.

- 9. C.O.P.S. warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for shall be free from defects and C.O.P.S. shall promptly repair or replace any items which are defective during the term of this Contract.
- 10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.
- 11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.
- 12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.
- 13. This Contract may not be assigned or subcontracted by C.O.P.S. to any person or entity without the express written consent of COUNTY.
- 14. Either party may terminate this Contract upon sixty (60) days written notice to the other party.
- 15. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 16. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, mutually agreed and signed by the parties hereto.

P	a	ge	fo	ui

Peggy Ann Milton, Clerk of the McLean County Board

Ö					
17. All necessary and ordinary communications, submittals, approvals, requests, and notices related to this Contract shall be issued or received by:					
If to County:	Director, Facilities Management McLean County 104 W. Front Street Bloomington, Illinois 61702-2400 Phone: (309) 888-5192				
If to C.O.P.S.:	Confidential On-Site Paper Shredding 422 White Oak Road Normal, Illinois 61761 Phone: (309) 452-0064				
18. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.					
Adopted by the McLean County Board of McLean County, this 17th day of November, 2009.					
APPROVED:	ATTEST:				
Matt Sorensen, Chairman of McLean County Board	theConfidential On-Site Paper Shredding				
Attest:					

Confidential On-Site Paper Shredding



DEPARTMENT OF PARKS AND RECREATION

(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov 13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Mike Steffa, Director of Parks and Recreation

DATE: 10/28/09

RE: General Report - YTD Recreational Usage



	2009	2008	2007	2006*	2005	2004	2003	2002	2001	
Campground Nights	9757	9682	10316	9300	8583	8742	8982	8480	9006	
Shelter Reservations	131	123	108	99	110	99	99	98	94	
Annual Boat Reg.	1355	1202	1518	1490	1190	1039	1046	1411	1454	
Boat Rental ½ hour Paddleboat Hourly Canoe Rowboat Daily Canoe Rowboat	648 491 235 109 241	615 397 226 45 199	605 440 264 84 185	556 439 223 98 200	541 379 257 65 168	600 419 238 114 163	574 401 244 102 158	623 468 228 89 169	620 485 310 121 173	
Equine Registrations Daily Family Individual-annual	13 1 8	1 1 8	7 1 4	45 0 8	74 1 5	9 1 2	10 1 5	67 1 2	60 1 0	
Beach Usage	6908	8093	7350	8599	8676	6710	7320	7868	7325	

^{*2006-2001} are year-end totals

Additional Park Activities

- 1. Hosted Illinois Muskie Tournament Trail (IMTT) Fishing Tournament. Twenty-three (23) boats entered. This is the most boats that have entered this tournament.
- 2. Conducted Fall Colors Family Day Program. Despite rainy conditions leading up to the event a crowd of nearly one thousand people attended. Due to extremely wet conditions the haunted trail was moved to a different location within the Main Recreation Area.
- 3. Antlerless Archery Deer Management Update. To date only eight deer have been harvested from COMLARA Park with two weeks remaining for that program. This is down significantly from last year. Weather conditions and standing crops are most likely the cause of harvest decline. Firearm (Shotgun Only) Seasons will be November 20-21 & December 3-6, 2009 and January 15-17, 2010.