

November 27, 2018

Hanover Park Park District



Bid Documents
Mowing Services

Hanover Park Park District
1919 Walnut Avenue
Hanover Park, Illinois 60133

ISSUED FOR BIDS ON

NOVEMBER 27, 2018

Bids are due February 06, 2019 at 2:00 PM
at the Hanover Park Park District Community Center
1919 Walnut Avenue, Hanover Park Illinois 60133

HANOVER PARK DISTRICT

MOWING SERVICES

TABLE OF CONTENTS

NOTICE TO BIDDERS

BID SCHEDULE

SCOPE OF WORK

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BID FORM

BASE BID

ALTERNATE #1

ALTERNATE #2 (2A AND 2B)

ALTERNATE #3 (3A AND 3B)

AFFIDAVIT OF EXPERIENCE/MINIMUM QUALIFICATION DOC.

TAX COMPLIANCE AFFIDAVIT

BID RIGGING CERTIFICATION

EQUAL OPPORTUNITY INSTRUCTIONS

SEXUAL HARASSMENT AND SUBSTANCE ABUSE POLICY

DRUG FREE WORKPLACE CERTIFICATION

GENERAL REQUIREMENTS

SPECIFICATIONS

MOWING SERVICE AGREEMENT

GOOGLE MAP PHOTOS OF BASE BID (2018 SEASON) AND ALTERNATE #1 (2020 MOWING SEASON AND TRIMMING SITES)

GOOGLE MAP PHOTOS OF ADDITIONAL SITES FOR MOWING AND TRIMMING (ALTERNATE #2) AND FOR TRIMMING ONLY (ALTERNATE #3)

NOTICE TO BIDDERS

The Board of Park Commissioners of the Hanover Park Park District, Hanover Park, Illinois, invites bids for **Mowing Services 2019** for the Hanover Park Park District. Sealed bid proposals will be received until 2:00 p.m. on February 06, 2019 at the Hanover Park Park District office at 1919 Walnut Avenue, Hanover Park, Illinois. A public opening will take place at 2:00 p.m. on February 06, 2019 at the Park District office at 1919 Walnut Avenue, Hanover Park, Illinois. The Bid may be awarded at the Park Board Meeting on February 25, 2019 at 7:00 p.m. at the Hanover Park Park District Community Center, 1919 Walnut Avenue, Hanover Park, Illinois, 60133.

Sealed bids must be submitted on forms furnished by the Park District, and will be accepted at the Park District office at the above address, Attention: Robert O'Brien, Executive Director and Board Secretary, until 2:00 p.m., February 06, 2019 at which time said bids will be publicly opened and read aloud. Each bid must be accompanied by a bid bond, certified check, cashier's check or bank draft in an amount equal to ten percent (10%) of the bid, made payable to Hanover Park Park District. The Minimum Qualification Documentation required in the General Conditions and Instructions to Bidders must also be included with the Bid Proposal.

The Contractor awarded the bid shall commence work no earlier than week of April 15, 2019, and perform all work on a regular basis at least once each week per mowing/trimming site during workdays until and including the week of October 21, 2019, weather permitting. If Alternate #1, 2B and/or 3B as defined in the Bid Documents is or are selected, Contractor shall commence the Project Work for the 2020 mowing season no earlier than the week of April 13, 2020 and perform all work on a regular basis at least once each week per mowing/trimming site during weekdays until and including the week of October 19, 2020.

The Park District reserves the right to reject any and all bids, accept all or part of a bid, and to waive minor irregularities and non conformities in any bid when it is in the best interest of the Park District.

/s/ Robert O'Brien
Hanover Park Park District Secretary

BID SCHEDULE FOR
MOWING SERVICES
HANOVER PARK PARK DISTRICT

2019

BIDS OUT	November 27, 2018
VOLUNTARY PRE-BID MEETING	December 11, 2018
BIDS DUE & OPEN	February 06, 2019
BIDS REVIEWED	February 11, 2019
APPROVED BY PARK BOARD	February 25, 2019
NOTICE OF AWARD	February 26, 2019
MOWING STARTS	Week of April 15, 2019
MOWING ENDS	Week of October 21, 2019

SCOPE OF WORK

1. The scope of work involves furnishing all of the required labor, materials, equipment, and implements necessary to provide grass cutting and trimming (the "Mowing Services").
2. The Contractor shall commence the Mowing Services no earlier than the week of April 15, 2019 and perform all work on a regular basis at least once per week per mowing site during weekdays until and including the week of October 21, 2019, weather permitting (the "2019 Mowing Season").
3. Services will be for a minimum of one mowing season (33 weeks) for the 2019 Mowing Season. Bidders shall submit a bid for the cost to add Mowing Services for a second mowing season (33 weeks) commencing the week of April 13, 2020 and ending the week of October 19, 2020 (the "2020 Mowing Season") and alternate pricing for mowing and trimming services at additional park sites and school sites (the "Additional Sites") Alternate #2 for both the 2019 Mowing Season (Alternate #2A) and for the 2020 Mowing Season (Alternate #2B), and to add grass trimming and week whacking services only at the Additional Sites Alternate #3 for both the 2019 Mowing Season (Alternate #3A), and for the 2020 Mowing Season (Alternate #3B).

I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Definitions

The following words and phrases, used herein, shall have the meanings ascribed to them as follows:

- A. "Park District" or "Owner" shall mean the Hanover Park Park District, Cook and DuPage Counties, Illinois, 1919 Walnut Avenue, Hanover Park, Illinois, 60133 (the "Park District Office").
- B. "Bidder" shall mean each contractor bidding on the Hanover Park Park District 2019 and 2020 Mowing Services and ancillary work to be performed in strict compliance with the hereinafter defined Contract Documents (the "Project Work")
- C. "Successful Bidder" or "Contractor" shall mean the Bidder that receives the award of contract from the Park District for the Project Work.
- D. "Contract Documents" shall mean: (i) these General Conditions and Instructions to Bidders and General Requirements, (ii) the Specifications, (iii) the Bid Proposal to be submitted on attached form, (iv) Affidavit of Experience/Minimum Qualification Documentation, including Project References, (v) the Tax Compliance Affidavit, (vi) Certification that Bidder is Not Barred from Public Contracting Due to Bid Rigging or Bid Rotating Convictions, (vii) Certification of Bidder Regarding Equal Employment Opportunity Instructions, (viii) Certification that Bidder has Adopted and Maintains a Written Sexual Harassment Policy, (ix) State of Illinois Drug Free Workplace Certification, (x) all addenda issued prior to receipt of bids, and (xi) Hanover Park Park District Mowing Services Agreement, a copy of which is attached hereto and incorporated herein (the "Agreement").

Whenever the term "*addenda*" appears in any of the Contract Documents, it shall be understood to refer to any written or graphic instruments issued prior to the bid opening which modify or interpret the Contract Documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

Changes or corrections may be made by the Park District to the Contract Documents after they have been issued and before the Bid Opening. In such case, a written addendum describing the change or correction will be issued by the Park District to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the Contract Documents.

A Bidder list with company name, contact, telephone number and e-mail address will be maintained by Park District staff. Future Addenda will be issued only to prospective bidders who have registered with Gabe Villar, the Park District's Superintendent of Parks, via e-mail at g.villar@hpparks.org. Any questions, call Gabe Villar at 630-837-2468.

- E. "Project Site" shall mean all Park District parks & schools sites where grass mowing and trimming work is required and listed by park in the Base Bid portion of the Specifications, and additional parks and school sites listed in the Specifications under Alternate #2 and Alternate #3 if any of the Alternates are selected by the Park Board.

Preparation and Submission of Bid

- A. The Bidder must submit his, her, or its bid on the forms furnished by the Park District. All blank spaces on the bid form must be filled in if applicable. Authorized signature must be the individual owner of a sole proprietorship, a general partner of a partnership, a duly authorized officer, attested to by the corporate secretary, of a corporation, or the manager of a limited liability company. The bid form is contained in these documents. All signatures and spaces to be completed in ink or typewritten, when applicable. Prices/Costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid.
 - B. All bids shall be submitted with 10% bid bond in a sealed envelope stating the following information on the face of the envelope: Bidder's Name, Address, and shall be marked "Mowing Services"
 - C. Bids must be received by the Park District no later than 2:00 p.m. on February 06, 2019. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for bids.
 - D. Conditional Bids. Qualified bids are subject to rejection in whole or in part.
 - E. Authority to Act as Agent. Upon request, the Bidder will provide proof to the Park District that the signatory on the bid form has the authority to bind the Bidder to the price(s) quoted and to the terms and conditions of a contract.
 - F. Errors in Bids. When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid will not relieve Bidder. Erasures or changes in bids must be initialed.
 - G. Withdrawal of Bid. Any Bidder may withdraw or modify his, her or its bid at any time prior to the scheduled closing time for receipt of bids. However, only telegrams, letters or other written requests for modifications or corrections of a previously submitted bid which are addressed in the same manner as the bid, and are received by the Park District prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request, provided that the written request is contained in a sealed envelope which is plainly marked "Mowing Services".
 - H. The Bidder shall provide a name, address, and phone number of one contact person who will be responsible for implementation of the total package bid.
3. Examination by Bidder

The Bidder shall, before submitting a bid, carefully examine the Contract Documents and visit the Project Sites. If the bid is accepted, the Bidder will be responsible for all errors in its

bid resulting from its failure or neglect to comply with these instructions. The Park District will not, in any case, be responsible for any change in anticipated profits or any unanticipated losses resulting from such failure or neglect.

4. Bid Bonds

Each bid shall be accompanied by a Bid Bond, certified check, cashier's check, or bank draft in an amount equal to ten per center (10% of the bid (base bid amount), made payable to the Park District to guarantee that if the bid is accepted, the Bidder will execute the Agreement and furnish the insurance documents required therein within ten (10) days of receipt of the Notice of Award. Failure of Bidder to do so will result in said check or Bid Bond being forfeited to the Park District as liquidated damages and not as penalty.

5. Minimum Qualification Documents

A. On the Project References form attached to the Affidavit of Experience/Minimum Qualification form included in the Bid Documents, which may be expanded upon on separate sheet(s), list all landscape maintenance projects your organization has in progress, list all projects in the past three (3) years the bidder believes satisfy the Minimum Qualification Requirements as defined in paragraph B of this section, giving the name of the project, project description, including mowed acres, mowing season, project address, contract amount per season, owner and owner's telephone number.

B. On the Project References indicate, or on a separate sheet, furnish the Park District with a list of the last two landscape maintenance projects your organization has completed in the past three (3) years that are similar or greater in size, scope, cost, and complexity to the Base Bid portion of this Project Work. This list (the "Minimum Qualification Documentation") shall include the name of the project, owner, contract amount, mowed and trimmed acres, mowing season start date, mowing season completion date and number of mowing seasons for referenced project. List names and phone numbers of appropriate job reference individuals for each project listed. The Projects on the Minimum Qualification Documentation must include a minimum of two (2) projects that are similar or greater in size, scope, and complexity as the Project Work designated as such by the Bidder, and at least one (1) of which projects was performed for a park district, forest preserve district, school district, municipality, or another unit of government (the "Minimum Qualification Requirements").

6. Basis of Award

A. Award, Rejection or Negotiation of Bids. The contract will be awarded to the lowest responsible and responsive Bidder complying with all the provisions of the General Conditions and Instructions to Bidders, and the insurance requirements set forth in the Mowing Services Agreement, provided the bid price is reasonable and it is to the best interest of the Park District to accept it. The Park District reserves the right to reject the bid of a Bidder who (a) has previously failed to perform properly or complete on time contracts of a similar nature, (b) when investigation shows that the Bidder is not in a position to perform the contract, (c) is delinquent on any state or federal taxes, and/or (d) is barred from bidding on this contract or any other contract pursuant to 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4 and/or other law or regulation, (e) is not actively engaged in work of similar size, scope, and complexity as the Project Work, and/or (f) does not otherwise meet the Minimum Qualification Requirements.

B. Notwithstanding the foregoing, the Park District also reserves the right to reject any or all bids and to waive or not to waive any irregularities, informalities or variances therein, or to accept any bid considered by the Park District to be in the best interest of the Park District. The Park District also reserves the right to accept all or part of a bid when the Park District Board of Park Commissioners determines that it is in the best interest of the Park District.

7. Award of Contract

The Park District reserves the right to review all bids submitted for a period of sixty (60) days after the bid due date, and by submitting a bid, the Bidder agrees that the amount specified in his/her/its bid shall remain in full force and effect for such sixty (60) day period. No Bidder shall modify, withdraw, or cancel his/her/its bid, or any part thereof, for sixty (60) days after said bid due date, and no attempted modification, withdrawal, or cancellation shall be valid.

8. Collusive Bidding

The Bidder represents and warrants that his, her, or its bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

9. Completion Dates

For 2019, Mowing Services the Base Bid Project Work Mowing and Trimming Sites, and if Alternate #2 is selected, Mowing and Trimming, or if Alternate 3 is selected, trimming and weed whacking at the Additional Sites listed in the Specifications, can begin the week of April 15, 2019, and conclude the week of October 21, 2019 (the "2019 Mowing Season"). If Alternate #1 is selected, Mowing Services for 2020 on the Base Bid Mowing and Trimming Sites, and/or if Alternate 2B or Alternate 3B is selected, landscape services, shall begin the week of April 13, 2020, and conclude the week of October 19, 2020 (the "2020 Mowing Season"). The Successful Bidder shall complete the respective Project Work in strict compliance with the Specifications, weather permitting. The amount of mowing, trimming, clean up, and other maintenance required will vary depending on rainfall and temperatures. It is Bidder's responsibility to comply with the Specifications (e.g., turf maintained at a height of 3 to 4 inches) regardless of how often such services are required. No additional compensation will be paid regardless of additional time spent performing grass mowing and trimming services required due to such temperatures, rainfall and/or other conditions.

10. Payment

The Park District will tender payment for the Project Work monthly as provided in and subject to the terms and conditions of the Agreement.

11. Non-Discrimination

No Contractor who is the recipient of Park District funds, or who proposes to perform any work or furnish any goods provided for herein shall discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

12. Binding Obligation and Non-Assignability

By submitting a bid, the Bidder agrees that if awarded the bid said Successful Bidder shall

be contractually bound to perform the Project Work in compliance with the Contract Documents. Successful Bidder shall not assign the whole or any part of the bid award or any obligations created or under the Contract Documents without the written consent of the Park District. All sub-contractors must be approved by the Park District in writing in its sole discretion, before a subcontractor is allowed to perform any Mowing Services Work upon Park District property.

13. Taxes

The Park District is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Successful Bidder, or its subcontractors, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project. The Successful Bidder and its subcontractors, if any are approved by the Park District, shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials, and the cost of any such tax shall be included in the Bid Amount submitted by the Bidder.

14. Investigations Prior To Bid Award

The Park District may make such investigations as are deemed necessary to determine the ability of the Bidder to perform the Project Work, and the Bidder shall furnish all such information and data for this purpose as the Park District may request. The Park District reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the Park District that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.

15. Bid Amount

The Bid Amounts submitted by Bidder shall include all applicable prices, materials, labor, licenses, insurance and all other fees, expenses, costs, profits and overhead of Bidder to complete the Project Work in strict compliance with the Contract Documents.

16. Certifications and Affidavits

The Bidder shall complete the Contractor's Certification forms and Tax Compliance Affidavit attached to the Proposal form. Failure to do so may result in disqualification of the Bidder.

17. Insurance

The Successful Bidder shall provide, at its sole cost, insurance in not less than the amounts and types of coverages set forth in the attached Mowing Services Agreement, and shall otherwise strictly comply with said insurance requirements and other terms and conditions of the Contract Documents, including but not limited to providing the Additional Insured endorsements required therein, the cost of which shall be included in the price submitted by Bidder. Each Bidder should attach a copy of its certificate(s) of insurance with its Bid proposal. The Bidder's attention is directed to the insurance requirements and indemnification obligations set forth in the Agreement. Bidders are responsible for carefully reviewing the Agreement in its entirety before submitting their bids. The Successful Bidder will be required to execute the attached Mowing Services Agreement as provided herein. Failure to do so will result in forfeiture of Bidder's bid bond.

18. Base Bid Project Work and Alternate Project Work.

A. Base Bid: The Base Project work shall be for the 2019 Mowing Services as described in
Mowing Services

the Specifications portion of the Bid Documents in greater detail.

- B. Alternate Project Work: The Alternate #1 Project Work shall be for the 2020 Mowing Services as described in these Bid Documents in greater detail. Alternate #2A is to perform mowing and trimming services for the additional park and school sites listed under the Specifications portion of these bid documents (the "Additional Sites") for the 2019 Mowing Season, and Alternate #2B is to perform mowing and trimming services on the Additional Sites for the 2020 Mowing Season. Alternate #3A is to perform trimming and weed whacking services only on those of the Additional Sites selected by the Park District for the 2019 Mowing Season, and Alternate #3B is to perform trimming and weed whacking services only on those selected Additional Sites for the 2020 Mowing Season.
- C. Bid Award by Park District. The Park District shall award the Project Work to the lowest responsible and responsive bidder meeting Specifications based on the Base Bid amount and the Alternate Bid Amount(s) if selected by its Board of Park Commissioners (the "Park Board") in its sole and absolute discretion.

Notwithstanding any provision herein to the contrary, in the event that the Park Board approves of the bid based on the Base Bid and various Alternative bids selected by the Park Board for the 2019 Mowing Season, the Park District is not bound to enter a contract with the Bidder for the 2020 Mowing Services. The Executive Director of the Park District, in his sole and absolute discretion, is authorized to provide written notice to Contractor or before January 31, 2020 whether or not the Park District will extend the Agreement for the 2020 Mowing Services at the bid amounts set forth in Contractor's Alternate Bid. In the event the Executive Director does not send notice to Contractor that the Park District is extending the Agreement with Contractor for the 2020 Mowing Services on or before January 31, 2020, then the Agreement shall be null and void at the end of the 2019 Mowing Services season (the week of October 21, 2019), unless sooner terminated.

Nothing herein shall be construed as altering the Park District's right to reject any and all bids and/or to waive any irregularities, informalities, or minor variances, or to accept all or a part of a bid, when the Park Board determines that it is in the best interest of the Park District.

II. GENERAL REQUIREMENTS

- 1. Quality of Materials
Intentionally Omitted.

- 2. Protection of the Public
Intentionally Omitted.

- 3. Protection of Property and Clean-Up
The Contractor shall be responsible for protection and safeguarding private and public property, and persons, throughout the 2019 Mowing Season, and the 2020 Mowing Season if the Park District elects to extend the Contract. The Contractor shall leave the site clean and free from debris. Excess materials and trash shall be disposed of by the Contractor. The Contractor shall be responsible for repairing, to the Owner's satisfaction, any damage to

existing buildings, trees, paved areas, etc., caused by Contractor and/or Contractor's Agents as provided in the Agreement.

4. Important days and times

PROJECT: Park District Mowing Services

VOLUNTARY PRE-BID MEETING: December 11, 2018, at 9:00 a.m.
Hanover Park Park District Community Center
Board Room
1919 Walnut Avenue, Hanover Park, IL, 60133

BID DUE DATE: February 06, 2019 by 2:00 pm.

NOTICE OF AWARD: February 26, 2019

INSURANCE AND SIGNED AGREEMENT DUE: March 8, 2019

PROJECT COMMENCEMENT DATE: Week of April 15, 2019

COMPLETION DATES: Week of October 21, 2019

5. Contract

See attached Mowing Services Agreement (alternatively referred to herein as the "Agreement" or the "Contract") for additional Information and requirements. This form will be used as the Contract Agreement between the Hanover Park Park District and the Contractor upon award of Contract by the Board of Park Commissioners.

6. Insurance

The insurance types and amounts of coverage's set forth in the Agreement are the minimum requirements and the cost of such coverage's and additional insured endorsements must be included in Bidder's bid proposal.

III. SPECIFICATIONS.

1. Preparation.

On a weekly basis the Contractor will notify the Superintendent of Parks, Gabe Villar, at 630-546-2130, or via email g.villar@hpparks.org, which sites will be mowed that day by using a Daily Mowing Report. A minimum of one member of the crew must have proficient communication skills (both written and oral) in English in order to communicate effectively with the Park District representative. The name of the foreman or supervisor of the Contractor crew shall be provided to the Park District in writing, complete with a phone number for the Park District to use in the event of an emergency situation. Contractor shall notify the Park District via fax or email with a Mowing Completion Form at the end of each mowing day. The Park District will inspect the sites after completed to determine acceptability. If the mowing does not comply with specifications, the Park District will notify the Contractor. The Contractor will correct any unacceptable mowing at his/her/its own expense. No mowing of school sites on school days when children are present on grounds during recess, gym or lunch, see bid form for locations, as well as

the Hanover Park Park District's web site www.hpparks.org. Contractor must confirm the Park District's estimate of acreage of turf to be mowed.

2. Mowing.

All grass shall be mowed as needed during the growing season to maintain a neat appearance. All mowing shall be done in a professional manner so as to prevent damage or injury to turf, trees, shrubs, buildings, vehicles, planting beds and persons. The following standards shall apply:

- A. Trash and Debris - The entire site will be picked up. Trash and glass, any debris, such as light branches and twigs shall be disposed of by Contractor off site to an appropriate refuse facility before mowing begins and not disposed of in Park District refuse cans. Paper trash and other litter must not be mowed so as to detract from the site.
- B. Large Limbs – Any heavier limbs downed by storms or other causes are the Owner's responsibility. The Contractor will notify the Hanover Park Park District immediately if any large limbs or other damage is found.
- C. Height of Cut – Turf shall be maintained to a height of 3” to 4”. Mowers will be set at 3”. In other words, mower settings should depend upon terrain being mowed to ensure a final grass height of 3”. In no case shall more than 1/3 of the grass blade be cut at one time. Park District supervisors shall have the right to check equipment for compliance. The Park District reserves the right to direct the Contractor to adjust the height of cut. At the Contractors expense, if the grass exceeds 4.0 inches, cutting shall commence even if less than one week has elapsed since the last cutting.
- D. No Scalping – Mowing shall be accomplished in a manner that is free of scalping, rutting, bruising, and uneven and rough cutting.
- E. Trimming – All grass shall be neatly trimmed around fixed structures, footpaths and paved areas at a height consistent with the mowed lawn areas.
- F. Complete Site Within One Day – Mowing at individual sites shall be completed within one day.
- G. Mower Type – Either rotary or reel type mowing equipment is acceptable provided an even cut over all mown areas is maintained.
- H. Flotation tires – Riding mowers shall be equipped with suitable flotation tires.
- I. Clearing of Excess Grass – Excess grass on paved areas, beds or tree rings will be cleared off upon completion of mowing operations.

3. Performance.

The Contractor will not mow, walk or use any equipment on turf areas when frost is present, where standing water is present, or in areas saturated with water. Turf areas

are considered saturated when water puddles in footsteps. If mowing cannot be delayed and Contractor has obtained the Park District's permission, the Contractor may use a smaller piece of equipment that will not cause "tracking" or other visible damage to the turf. Contractor will not operate equipment at speeds that exceed conditions that "knock down" the turf instead of cutting the grass blade. Contractor will submit a list of proposed equipment to be used at each park location. Park District reserves the right to approve use of the appropriate equipment for each site.

If the Contractor damages any site he/she will immediately make all necessary repairs to return the site to its original condition. When the repairs are completed, the Contractor will notify the Park District to inspect the site for acceptance. Any and all repairs for damage caused by the Contractor will be done at the Contractor's expense. If the Contractor is unable to make acceptable repairs within a reasonable time period, the Park District will have the repairs completed and deduct the cost from monies owed to the Contractor.

4. Frequency of Mowing.

Mowing shall be accomplished at least once at each site, every seven-day period. Mowing and trimming at each site shall be completed the day it is started.

5. Trimming.

Final trimming around permanent objects, such as buildings, curbs, trees, posts, shrubs, fences, play equipment, bleachers, light poles, sign poles, signs, and above ground and utility equipment and cabinets shall be accomplished with suitable mechanical equipment (string trimmer) at the same cutting height as the rest of the turf areas. Trimming shall be completed weekly during each mowing cycle at the time of each mowing by the Contractor of the same Park Site, or if Alternate #3 is selected, trim only on a weekly basis, to give the grounds a professional appearance. Trimming shall include removal of any weeds, grass, or "suckers" as needed, by hand or mechanical means, from around tree and shrub beds or rings. Trimming around trees and shrubs shall be done in such a manner to no bark damage occurs from mowers, trimmers or other equipment or tools.

6. Final Appearance.

Picking up or bagging of cut grass and raking of leaves are not normally required. Mowing patterns shall be such that all clippings are evenly distributed, not wind-rowed into noticeable deposits. Grass clippings shall not be blown into planting beds, or tree rings. At no time shall the equipment be used that the grass clippings be discharged toward buildings or into public streets or roads. Grass clippings will not be allowed to accumulate on hard surface areas, such as sidewalks, playgrounds, paths, basketball courts, roads, parking lots, etc. Mowing patterns will be established and equipment operated so that the height of cut is uniform and no scalping occurs. Mowed areas shall be uniform in cut and trim appearance. Contractor shall notify the Park District Superintendent of Parks via fax or email with a Mowing Completion Form at the end of each mowing day. The Park District will inspect the sites after completion to determine acceptability. If the mowing does not comply with specifications, the Park District will notify the contractor. The Contractor will correct any unacceptable mowing at his/her

own expense. Park District shall reserve the right to require a follow-up mowing and trim at no additional cost to the Park District, if park is not left presentable to the public.

7. Equipment Condition.

Mowing equipment shall be kept in good, safe operating condition, and conform to OSHA standards. Oil and gasoline shall not be leaked onto grass or other surfaces. All required guards and safety devices must be attached and operating. Cutting blades must be kept sharp so that the grass is cut properly.

8. Fueling and Oiling.

Mowers will not be fueled or oiled in grass areas. They should be moved to paved areas for this function. Spilled gasoline and oil kills grass. Any quantity of gas or oil spilled, within the Arlington Heights Park District premises, should be reported to the Park District immediately.

9. Length of Service.

The Contractor shall accomplish mowing for 33 consecutive weeks beginning on **April 18, 2019, with final mowing the week of October 21, 2019** - weather permitting. Actual stop/start dates will be confirmed by Park District personnel as the season progresses. Park District reserves the right to add or delete up to 6 weeks based on the growing conditions. During conditions when mowing may not be needed, the Park District may require visit for additional "finish" work, such as removal of tree suckers, trimming and weeding as specified in Section 5 of the Specifications.

10. Working Hours.

The Contractor shall schedule his normal work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, except at parks with ball diamonds, at which the work shall be accomplished between the hours of 7:00 a.m. and 3:00 p.m. Village ordinance will not allow mowing to begin before 7:00 a.m. on any day. Mowing operations can only be conducted between 8:00 a.m. and 3:00 p.m. on Saturday and 9:00 a.m. and 4:00 p.m. on Sunday, with prior Park District notification and approval.

11. Interaction with Park Patrons.

The Hanover Park Park District gives priority of use to its park patrons. The Contractor's vehicles and personnel shall be marked as to be easily identifiable by the park patrons. The work force of the Contractor shall be courteous to park patrons at all times. The work of the Contractor shall not interfere with scheduled events in a park and shall not, within reason, interfere with patrons' enjoyment of a park area. Any conflict or potential conflict between the work force and park patron shall be reported to the Maintenance Supervisor immediately. Rescheduling of work because of patron use shall not be grounds for failure to comply with frequency of service specified herein.

12. Public Safety.

The Contractor shall not operate machinery in a manner that would in any way endanger park patrons. The Contractor shall be particularly careful to protect against injury from objects thrown by mowing equipment. Contractor will not operate any equipment on Park District property with altered or missing guards or safety equipment.

13. Protection of Utilities.

The Contractor shall protect all utilities from damage, shall immediately contact the Park District and the appropriate utility if damage should occur and shall be responsible for all claims for damage resulting from Contractor's operations.

14. Mulching of Leaves.

Mulching shall begin as soon as leaves begin to fall and continue until the end of the contract. Mulching of leaves shall be subject to all requirements of Section 6 Final Appearance of these Specifications.

15. Concurrent Operations.

The Mowing Services Agreement is a non-exclusive contract with the Hanover Park Park District. The Hanover Park Park District reserves the right to use other contractors or its own employees to perform work similar to that being performed under the terms of the Agreement. Performance of work by others shall be construed as being consistent with the terms of the Agreement and shall not be cause for the Contractor to cease performance of work as directed.

16. Clean-Up.

At the end of each day's work and after completing the improvement, and as may be required by the Park District, the Contractor shall pick up all debris and loose material and remove them from the job site or deposit them in approved refuse containers furnished by the Contractor.

All refuse containers shall be covered and emptied as needed, in order to eliminate blowing refuse at the project site. The Contractor is responsible for the offsite disposal of all debris or excavated materials from this project. Onsite burying of material is not permitted. At the completion of this project, it will be the Contractor's responsibility to immediately restore any and all areas, services, structures, etc., which may have been damaged due to operations of the Contractor.

If the Contractor fails to clean up and/or restore the site at the completion of the work, the Park District may do so, and the cost thereof shall be charged to the Contractor.

17. Site Protection.

The Contractor shall be responsible for adequate job site safety protection. The park area is used daily by the public and adequate protection for park users must be provided.

18. Damage to Other Work.

Should the Contractor, its employees, agents or any of its subcontractors or material/men cause damage to the Park District, or to the work or materials of other contractors or persons, the damage and the repair or replacement of same shall be the sole responsibility of the Contractor. The repairs and replacing of damaged work shall be under the direction of the Park District, and the cost of same shall be the responsibility of the Contractor.

19. Time of Completion and Work Schedule.

The Contractor, as a part of the bid, shall prepare and submit an Estimated Progress Schedule for the Project Work. The progress schedule shall be related to the entire Project Work to the extent required by the bid forms, and shall provide for expeditious and practical execution of the Project Work. The Contractor shall also inform the Park District, who its project superintendent is and set up a pre-construction/pre-mowing meeting. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

20. Personnel.

All Contractor Personnel working in the contract area must be well mannered, a minimum of 18 years of age, and uniformed so that they may be recognized by Park District personnel. A supervisor must be on the job at all times. The supervisor must be able to communicate in English with Park District representatives to handle any problems or request that may arise.

21. Equipment.

All tools shall be clean, sharp, and in proper working order and shall be checked for safety before starting work in contract areas. Safety shielding, stone deflector guards, and other manufacturer safety features on all equipment shall remain operational at all times.

22. Project Sites.

BASE BID AND ALTERNATE #1 PROJECT WORK MOWING AND TRIMMING SITES

Park Name	Acres	Est. Mowed Acres	Location
Discovery Park	5.5	4.5	4775 Whitney Dr.
Edgebrook Park	0.5	0.5	6970 Edgebrook Ln.
Hidden Pond Park	2.5	2.0	1515 Merrimac Lane South
Hollywood Park	2.0	2.0	1529 Celebrity Circle
Jensen Park	0.5	0.5	1612 Park Ave
Kamradt Recreation Area	0.8	0.5	1695 Greenbrook Blvd
Liberty Park / Longmeadow	4.0	3.0	1251 Irving Park Rd
Meadows Park	1.0	0.5	1877 Pastoral Lane
Nautilus Park East Pipe Line	5.0	5.0	Entrance Between 3955 & 3965 Nautilus Ln.
Oakwood Park	1.8	1.5	2033 Newport Drive
West Pipeline at East Harbor Park	4.0	4.0	County Farm & Sandpiper

Park Name	Acres	Est. Mowed Acres	Location
Sunshine Park	0.6	0.6	2140 Windward Lane
Tower Park	0.5	0.5	4805 Morton Road

Google Map Photos of the Base Bids and Alternate #1 Project Work Mowing and Trimming Sites are included in the Bid package at pages 46-60. Base Bid Project Work entails mowing and trimming services for the 2019 Mowing Season. Begin work week of April 15, 2019 and end the week of October 21, 2019.

Alternate #1: Mowing and Trimming Services at the above Base Bid Project Work and Trimming Sites, but for the 2020 Mowing Season. Begin work week of April 13, 2020 and end the week of October 19, 2020.

ALTERNATE #2

ADD MOWING AND TRIMMING AT THE FOLLOWING ADDITIONAL SITES:

ALTERNATE 2A: 2019 SEASON

ALTERNATE 2B: 2020 SEASON

Park Name	Acres	Est. Mowed Acres	Location
Ahlstrand Park	8.0	7.0	Walnut & Catalpa
Anne Fox Park	8.0	6.5	1035 Parkview Dr.
Community Park	40.0	30.0	. 1919 Walnut Ave.
Harbor Park East	30.0	27.0	4001 Woodlake Dr.
Harbor Park West	11.0	9.5	4000 Woodlake Dr.
Heritage Park	30.0	28.0	5400 Arlington Drive West
Lions Park	5.0	4.5	3950 Bayside Drive
Ranger Park	11.0	9.0	7555 Barrington Rd.
Seafari Springs Outside pool area fence Only	8.0	6.0	1700 Greenbrook Blvd.
Greenbrook School	4.0	2.0	5208 Arlington Circle
Spring Wood School	10.0	5.0	5540 Arlington Drive East

Which sites are hereinafter collectively referred to as the “Additional Sites”.

Google Map photos of the Additional Sites are included in the Bid Package at pages 61-71.

ALTERNATE #3
ADD TRIM MOWING AND WEED WHACKING ONLY AT THE FOLLOWING SITES:

ALTERNATE 3A: 2019 SEASON
ALTERNATE 3B: 2020 SEASON

Park Name	Acres	Est. Mowed Acres	Location
Ahlstrand Park Trim Only	8.0	2.0	Walnut & Catalpa
Anne Fox Park Trim Only	8.0	2.0	1035 Parkview Drive
Community Park Trim Only	40.0	5.0	. 1919 Walnut Ave.
Harbor Park East Trim Only	30.0	12.0	4001 Woodlake Dr.
Harbor Park West Trim Only	11.0	5.0	4000 Woodlake Dr.
Heritage Park Trim Only	30.0	8.0	5400 Arlington Drive West
Lions Park Trim Only	5.0	3.0	3950 Bayside Drive
Ranger Park Trim Only	11.0	3.0	7555 Barrington Rd.
Seafari Springs Outside pool area fence Only	8.0	6.0	1700 Greenbrook Blvd.

Which sites are collectively referred to as the “Additional Sites”.

Google Map Photos of the additional Sites are included in the Bid Package at pages 61-69.

HANOVER PARK PARK DISTRICT MOWING SERVICES AGREEMENT

This Mowing Services Agreement (the "Agreement") is entered this ____ day of _____, 2018 between the Hanover Park Park District, an Illinois park district of Cook and DuPage Counties, Illinois, (the "Park District") and _____ ("Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Project Work Contractor shall perform grass mowing, grass trimming and related services as specified in Contractor's Bid Proposal for the 2019 Hanover Park Park District Mowing Services dated _____, 2019, a copy of which is attached hereto as Exhibit A and is incorporated herein (the "Bid Proposal") and the Specifications, a copy of which is attached hereto as Exhibit B and is incorporated herein (the "Specifications"), at the locations set forth on Exhibit C attached hereto and incorporated herein (the "Project Sites") in strict compliance with applicable federal, state and local rules, regulations, codes, statutes and laws, and the terms and conditions herein (the "2019 Project Work").

In the event that the Board of Park Commissioners (the "Park Board") approves of any of the Alternate Bids for the Mowing Services at the time the bid is awarded, the Agreement is approved, the Executive Director, in his sole and absolute discretion, upon providing notice of extension of the Agreement for the 2020 Mowing Services as provided in the General Conditions and Instructions to Bidders, then the Project Work shall also include said 2020 Mowing Services Work for the Project Work Mowing and Trimming Sites as specified in the Bid Proposal regarding the Alternate bid work, the Specifications, and in strict compliance with the terms and conditions herein ("2020 Project Work"). The 2019 Project Work (and the 2020 Project work if selected) are collectively referred to herein as the "Project Work".

2. Terms of Agreement. The 2019 Project Work is for a single year contract for a term beginning on April 6, 2019 (following notice to proceed issued by the Park District) and ending the week of October 21, 2019. The Park District reserves the right to cancel and terminate this Agreement with or without cause at any time by giving not less than thirty (30) days prior written notice to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed under the terms of the Agreement prior to the effective date of such cancellation provided Contractor is not in default and/or breach hereunder. Contractor shall not be entitled to receive damages on account of such cancellation or any further payment whatsoever.

In the event the Contractor's alternate bid for any of the 2020 Project Work has been approved by the Park Board and the Executive Director has provided notice on or before November 8, 2019 that the Park District Park District is extending the Agreement for the 2020 Project Work, or any portion thereof, then the term of the Agreement for the 2020

Project Work shall begin April 13, 2020 and end the week of October 19, 2020, unless sooner terminated as provided herein.

3. Payment Procedure.

A. 2019 Project Work The 2019 Project Work will be paid for based on the Contract Annual Cost set forth in the Bid Proposal for the maintenance per season at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish mowing and trimming grass, and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2019 Project Work will be made in equal monthly installments – seven (7) payments in the month immediately following the month mowed/trimmed (May through November) in the amount of \$_____ per payment. The payment for April of 2019 shall be based on said monthly amount prorated based on the commencement date of this Agreement. In the event the Agreement is terminated prior to October 31, 2019, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Park District for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

B. 2020 Project Work The 2020 Project Work (if approved and notice is given as provided herein) will be paid for at the Contract Annual Maintenance Cost per season set forth in the Bid Proposal for said alternate work for the grass mowing and/or grass trimming at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2020 Project Work will be made in equal monthly installments – seven (7) payments in the month immediately following the month mowed/trimmed (May through November) in the amount of \$_____ per payment. The payment for April of 2019 shall be based on said monthly amount prorated based on the 2020 commencement date. In the event the Agreement is terminated prior to October 31, 2020, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Park District for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

4. Non-Discrimination. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

5. Compliance With Law. All equipment, supplies, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village of Hanover Park Ordinances and Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Park District and its officers, officials, employees, agents, successors, and assigns from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law, related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

6. Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Park District and its officials, officers, employees, agents, and volunteers (collectively, the "Indemnified Parties") against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from the Project Work, and/or Repair Work provided hereunder and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, sub-contractors of any tier, suppliers, and/or agents; and/or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable (collectively, "Contractor's Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and for any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of this Agreement.

7. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the prior written consent of the Park District. All subcontractors shall be approved by the Park District. Any such assignment without the prior written consent of the Park District shall be null and void.

8. Taxes. The Park District is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or Subcontractors, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. The cost of any such taxes are included in the contract sums set forth in section three above.

9. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including, but not limited to, inspections of the Project Sites, and represents and warrants that the Specifications and depictions are adequate and the required result can be produced under the Specifications and requirements herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

10. Insurance Requirements. Contractor shall procure and maintain for the duration of the contract, and for two years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Park District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Park District

B. Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status**

The Hanover Park Park District, the Engineer, and each of its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

2. **Primary Coverage**

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Park District, its officers, officials, employees, and volunteers and the Engineer. Any insurance or self-insurance maintained by the Park District, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be cancelled, except with not less than ten (10) days prior written notice to the Park District.

4. **Waiver of Subrogation**

Contractor hereby agrees to waive rights of subrogation which any insurer of said Contractor may acquire from Contractor against the Park District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Park District has received a waiver of subrogation endorsement from the insurer. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the Park District for all work performed by the Contractor, its employees, agents and subcontractors.

5. **Self-Insured Retentions**

Self-Insured retentions must be declared to and approved by the Park District. The Park District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Park District.

6. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Park District.

7. **Claims Made Policies**

If any of the required policies provide claims-made coverage:

- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided **for at least three (3) years after completion of the contract work.**
- c. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior* to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of work.*

C. Verification of Coverage

Contractor shall furnish the Park District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Park District before work commences; however, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Park District reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

D. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements herein, and contractor shall ensure the Park District is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 0413, but the per occurrence and aggregate limits can be as low as \$1,000,000,

11. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the provisions of section 16 below.

12. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; (c) when personally delivered; or (d) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor: _____

If to Park District: Hanover Park Park District
1919 Walnut Avenue
Hanover Park, Illinois, 60133
Attention: Gabe Villar, Superintendent of
Parks and Planning
Fax: 630-837-9720

With a copy to: Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, Illinois, 60172
Fax: 630-529-2019

Either party hereto may change the place of notice to it by sending written notice to the other party.

13. Repair Work. Upon completion of any Project Work, Contractor shall repair any damage to the Project Sites and/or any other Park District property attributable to acts and/or omissions of Contractor, and/or Contractor's Agents, or otherwise attributable to the Project Work, except to the extent such damage is attributable to the willful/wanton acts of the Park District (the "Repair Work"). The Repair Work shall be completed within five (5) days of Contractor and/or Contractor's Agent causing such damage (the "Repair Completion Date").

14. No Waiver of Immunities and/or Privileges. 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 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 or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of the Park District and/or any of its officials, officers, directors, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

15. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites, or any of them. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Contractor and/or Contractor's Agents in violation of this paragraph, results in contamination of the Project Sites, or any of them, Contractor shall pay for all actual costs of clean up and shall indemnify and hold harmless the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor and/or Contractor's Agents create a risk of violation of any Environmental Laws, Contractor shall cease such activities immediately upon notice from the Park District. Contractor shall immediately notify the Park District both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's duties and obligations to indemnify the Park District shall survive the termination and/or expiration of this Agreement.

16. Limitation on Liability. The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Park District, and Contractor agrees not to make any claim or demand for such damages against the Park District.

17. Relationship of the Parties.

A. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Park District arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any of Contractor's Agents, is an employee, partner, joint venture, and/or agent of the Park District, and therefore is not entitled to any benefits provided to employees of the Park District. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Park District for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Park District, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Park District shall have no control over the charge of, nor be responsible for, the means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Project Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the

Contractor shall take all necessary precautions of the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Sites and all other persons who may be affected thereby.

18. Assumption of Liability. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor and Contractor's Agents and any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

19. Exhibits and Contract Documents. All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof as though fully set forth herein.

20. No Waiver of Immunities and/or Privileges. 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 any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

21. Illinois Human Rights Act. The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5/1-101, et seq.) and Contractor represents and warrants to the Park District as follows:

- (a) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
- (b) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
- (c) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and

Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

- (e) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Contract obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

22. Clean Air Act and Federal Water Pollution Control Act. Contractor shall comply with the Clean Air Act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

23. Removal and Disposal. The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

24. Miscellaneous.

- a. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

- b. This Agreement may be executed in any number of counterparts, and by the Park District and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
- c. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.
- d. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.
- e. In construing this Agreement, section headings shall be disregarded.
- f. Time is of the essence of this Agreement and every provision contained herein.
- g. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.
- h. Facsimile signatures shall be sufficient for purposes of negotiating, executing and finalizing this Agreement.
- i. Each individual executing this Agreement personally warrants and represents that he or she is authorized to enter into this Agreement on behalf of its respective Party, and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.

Hanover Park Park District

Contractor

By: _____
 Mary Morrison
 President

By: _____
 Name: _____
 Title: _____

Attest:

Attest:

 Robert O'Brien, Secretary

 Name: _____
 Title: _____

BID FORM – PAGE 2 OF 6

ALTERNATE 1:

**BASE BID PROJECT WORK MOWING AND TRIMMING
2020 MOWING SEASON**

Park Name	Acres	Est. Mowed Acres	Location	Bid, One Week	Bid, 2020 Mowing Season (33 Weeks)
Discovery Park	5.5	4.5	4775 Whitney Dr.	\$	\$
Edgebrook Park	0.5	0.5	6970 Edgebrook Ln.	\$	\$
Hidden Pond Park	2.5	2.0	1515 Merrimac Lane South	\$	\$
Hollywood Park	2.0	2.0	1529 Celebrity Circle	\$	\$
Jensen Park	0.5	0.5	1612 Park Ave	\$	\$
Kamradt Recreation Area	0.8	0.5	1695 Greenbrook Blvd	\$	\$
Liberty Park / Longmeadow	4.0	3.0	1251 Irving Park Rd	\$	\$
Meadows Park	1.0	0.5	1877 Pastoral Lane	\$	\$
Nautilus Park East Pipe Line	5.0	5.0	Entrance Between 3955 & 3965 Nautilus Ln.	\$	\$
Oakwood Park	1.8	1.5	2033 Newport Drive	\$	\$
West Pipeline at East Harbor Park	4.0	4.0	County Farm & Sandpiper	\$	\$
Sunshine Park	0.6	0.6	2140 Windward Lane	\$	\$
Tower Park	0.5	0.5	4805 Morton Road	\$	\$

TOTAL FOR 2020 MOWING SEASON: \$ _____/week \$ _____/season

BID FORM – PAGE 3 OF 6

ALTERNATE #2

ADD MOWING AND TRIMMING AT THE FOLLOWING ADDITIONAL SITES:

ALTERNATE 2A: 2019 SEASON

Park Name	Acres	Est. Mowed Acres	Location	Bid, One Week	Bid, 2019 Season (33 Weeks)
Ahlstrand Park	8.0	7.0	Walnut & Catalpa	\$	\$
Anne Fox Park	8.0	6.5	1035 Parkview Dr.	\$	\$
Community Park	40.0	30.0	. 1919 Walnut Ave.	\$	\$
Harbor Park East	30.0	27.0	4001 Woodlake Dr.	\$	\$
Harbor Park West	11.0	9.5	4000 Woodlake Dr.	\$	\$
Heritage Park	30.0	28.0	5400 Arlington Drive West	\$	\$
Lions Park	5.0	4.5	3950 Bayside Drive	\$	\$
Ranger Park	11.0	9.0	7555 Barrington Rd.	\$	\$
Seafari Springs Outside pool area fence Only	8.0	6.0	1700 Greenbrook Blvd.	\$	\$
Greenbrook School	4.0	2.0	5208 Arlington Circle	\$	\$
Spring Wood School	10.0	5.0	5540 Arlington Drive East	\$	\$

ALTERNATE 2A:
TOTAL ADDITIONAL COST FOR MOWING AND
TRIMMING AT ABOVE ADDITIONAL SITES FOR
2019 MOWING SEASON (33 WEEKS)

\$ _____/week \$ _____/season

BID FORM – PAGE 4 OF 6

ALTERNATE 2B: 2020 SEASON

Park Name	Acres	Est. Mowed Acres	Location	Bid, One Week	Bid, 2020 Season (33 Weeks)
Ahlstrand Park	8.0	7.0	Walnut & Catalpa	\$	\$
Anne Fox Park	8.0	6.5	1035 Parkview Dr.	\$	\$
Community Park	40.0	30.0	. 1919 Walnut Ave.	\$	\$
Harbor Park East	30.0	27.0	4001 Woodlake Dr.	\$	\$
Harbor Park West	11.0	9.5	4000 Woodlake Dr.	\$	\$
Heritage Park	30.0	28.0	5400 Arlington Drive West	\$	\$
Lions Park	5.0	4.5	3950 Bayside Drive	\$	\$
Ranger Park	11.0	9.0	7555 Barrington Rd.	\$	\$
Seafari Springs Outside pool area fence Only	8.0	6.0	1700 Greenbrook Blvd.	\$	\$
Greenbrook School	4.0	2.0	5208 Arlington Circle	\$	\$
Spring Wood School	10.0	5.0	5540 Arlington Drive East	\$	\$

ALTERNATE 2B:
TOTAL ADDITIONAL COST FOR MOWING AND TRIMMING AT ABOVE ADDITIONAL SITES FOR 2020 MOWING SEASON (33 WEEKS)

\$ _____/week \$ _____/season

BID FORM – PAGE 4 OF 6

**ALTERNATE #3
ADD TRIM MOWING WEED WHACKING ONLY AT THE FOLLOWING SITES:**

ALTERNATE 3A: 2019 SEASON

Park Name	Acres	Est. Mowed Acres	Location	Bid, One Week	Bid, 2019 Season (33 Weeks)
Ahlstrand Park Trim Only	8.0	2.0	Walnut & Catalpa	\$	\$
Anne Fox Park Trim Only	8.0	2.0	1035 Parkview Drive	\$	\$
Community Park Trim Only	40.0	5.0	. 1919 Walnut Ave.	\$	\$
Harbor Park East Trim Only	30.0	12.0	4001 Woodlake Dr.	\$	\$
Harbor Park West Trim Only	11.0	5.0	4000 Woodlake Dr.	\$	\$
Heritage Park Trim Only	30.0	8.0	5400 Arlington Drive West	\$	\$
Lions Park Trim Only	5.0	3.0	3950 Bayside Drive	\$	\$
Ranger Park Trim Only	11.0	3.0	7555 Barrington Rd.	\$	\$
Seafari Springs Outside pool area fence Only	8.0	6.0	1700 Greenbrook Blvd.	\$	\$

ALTERNATE 3A:
TOTAL ADDITIONAL COST FOR TRIM MOWING
AND WEED WHACKING ONLY AT THE ABOVE
SITES FOR 2019 MOWING SEASON (33 WEEKS) \$ _____/week \$ _____/season

BID FORM – PAGE 5 OF 6

ALTERNATE 3B: 2020 SEASON

Park Name	Acres	Est. Mowed Acres	Location	Bid, One Week	Bid, 2020 Season (33 Weeks)
Ahlstrand Park Trim Only	8.0	2.0	Walnut & Catalpa	\$	\$
Anne Fox Park Trim Only	8.0	2.0	1035 Parkview Drive	\$	\$
Community Park Trim Only	40.0	5.0	. 1919 Walnut Ave.	\$	\$
Harbor Park East Trim Only	30.0	12.0	4001 Woodlake Dr.	\$	\$
Harbor Park West Trim Only	11.0	5.0	4000 Woodlake Dr.	\$	\$
Heritage Park Trim Only	30.0	8.0	5400 Arlington Drive West	\$	\$
Lions Park Trim Only	5.0	3.0	3950 Bayside Drive	\$	\$
Ranger Park Trim Only	11.0	3.0	7555 Barrington Rd.	\$	\$
Seafari Springs Outside pool area fence Only	8.0	6.0	1700 Greenbrook Blvd.	\$	\$

ALTERNATE 3B:

TOTAL ADDITIONAL COST FOR TRIM MOWING
AND WEED WHACKING ONLY AT THE ABOVE
SITES FOR 2020 MOWING SEASON (33 WEEKS)

\$ _____/week \$ _____/season

BID FORM – PAGE 6 OF 6

In submitting the bid, the undersigned, as the duly authorized office of the Contractor, agrees as follows:

1. To enter the Mowing Services Project Agreement (in form as included in the Bid Documents) with the Owner and to perform the Mowing Services in strict accordance with the Contract Documents for the stated lump sum amounts, payable monthly, regardless of specification and acreage/area discrepancies. No additional payments will be made due to acreage/area discrepancies.
2. To enter into the Contract within ten (10) days of Notice of Award.
3. To furnish certificates of insurance and additional insured endorsements in accordance with the insurance requirements set forth in Section _____ of the Contract within ten (10) days of Notice of Award. The cost of said insurance is included in the lump sum amount bid.
4. To forfeit the Bid Security to the Owner as payment of liquidated damages due to delay if the undersigned fails to execute a Contract and/or furnish the proof of requisite insurance meeting the insurance requirements as set forth in the Contract within ten (10) days of the Notice of Award.
5. To begin the work no later than the date specified in the Contract and to perform the Project Work throughout the term of the Contract, and throughout any extended term if the Owner elects any of the alternatives that require Mowing Services during the 2020 Mowing Season.
6. The undersigned represents and warrants that he/she has the authority to bind the Company/Contractor to the bid prices, including all Alternates, stated above.

Printed Name of Bidder/Company

Signature of Authorized Officer

Printed Name of Signatory

PROJECT REFERENCES

(Failure to complete may result in disqualification of Bid.)

Please submit at least five (5) references for similar projects completed within the past three (3) years meeting the Minimum Qualifications set forth in the General Conditions and Instructions to Bidders:

1. Project Name: _____
Owner: _____
Contact Person/Title/Phone: _____
Mowing Season Start Date: _____ Mowing Season Completion Date: _____
Total Acreage: _____ Number of Mowing Seasons for this Owner: _____
Total Estimated Cost per Season: _____

2. Project Name: _____
Owner: _____
Contact Person/Title/Phone: _____
Mowing Season Start Date: _____ Mowing Season Completion Date: _____
Total Acreage: _____ Number of Mowing Seasons for this Owner: _____
Total Estimated Cost per Season: _____

3. Project Name: _____
Owner: _____
Contact Person/Title/Phone: _____
Mowing Season Start Date: _____ Mowing Season Completion Date: _____
Total Acreage: _____ Number of Mowing Seasons for this Owner: _____
Total Estimated Cost per Season: _____

4. Project Name: _____
Owner: _____
Contact Person/Title/Phone: _____
Mowing Season Start Date: _____ Mowing Season Completion Date: _____
Total Acreage: _____ Number of Mowing Seasons for this Owner: _____
Total Estimated Cost per Season: _____

5. Project Name: _____
Owner: _____
Contact Person/Title/Phone: _____
Mowing Season Start Date: _____ Mowing Season Completion Date: _____

Total Acreage: _____ Number of Mowing Seasons for this Owner: _____

Total Estimated Cost per Season: _____

Company Name: _____

Bidder's Signature: _____

Signatory's Printed Name: _____

Signatory's Title: _____

TAX COMPLIANCE AFFIDAVIT

The undersigned, being the duly appointed official of _____ (Name of Company) ("Bidder") duly sworn and under oath hereby certifies that Bidder is not delinquent in payment of any taxes to the Illinois Department of Revenue, and/or the

Signature

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____(Company).

Dated: _____, 2018

Notary Public

CERTIFICATION THAT BIDDER IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO BID-RIGGING OR BID-ROTATING CONVICTIONS

The undersigned hereby certifies that (Name of Company) ("Bidder") is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid-rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned further certifies that no officers or employees of the Bidder's firm have been so convicted and that Bidder is not the successor company or a new company created by the officers or owners of one so convicted. The undersigned certifies that any such conviction occurring after the date of this certification will be reported to Hanover Park Park District, immediately in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.

Dated: _____, 2018

(Print Name of Bidder/Company)

(Signature of Authorized Officer)

(Printed Name of Signatory)

(Title of signatory)

STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____(Company).

Dated: _____, 2018

Notary Public

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any BIDDER or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name of Bidder:

Address:

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ___ No ___
2. Compliance reports were required to be filed in connection with such contract or subcontractor. Yes ___ No ___
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes ___ No ___
4. If answer to Item 3 is "No", please explain in detail below. Yes ___ No ___

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

**CERTIFICATION THAT BIDDER HAS ADOPTED AND MAINTAINS A
WRITTEN SEXUAL HARASSMENT POLICY**

The undersigned hereby certifies that _____(Name of Company) ("Bidder") has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*), including at least the following:

- a statement on the illegality of sexual harassment;
- the definition of sexual harassment under Illinois law;
- a description of sexual harassment, utilizing examples;
- an internal complaint process, including penalties;
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- directions on how to contact the Department and the Commission; and,
- protection against retaliation as provided by Section 6-101 of the Act.

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

(Print Name of Bidder/Company)

(Signature of Authorized Officer)

(Printed Name of Signatory)

(Title of Signatory)

STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____(Company).

Dated: _____, 2018

Notary Public

**STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1). The Drug Free Workplace Act. Effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contractor grant payments, termination of the contractor grant and debarment of contracting or grant opportunities with the State for at least one(1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof; directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State. The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (A) Publishing a statement
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contractor grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establish a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (C) Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) of Paragraph (3) of subsection (A) above from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (F) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALITITES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

(Print Name of Organization)

(Signature of Authorized Representative)

(Printed Name Name and Title)

(Date)



















































