



# WAUKEGAN PARK DISTRICT

1324 GOLF ROAD • WAUKEGAN, IL 60085-4831 • PHONE (847) BIG-PARK • PHONE (847) 244-7275 • WWW.WAUKEGANPARKS.ORG

October 29, 2018

Dear Prospective Contractor:

The Waukegan Park District is accepting quotes for Winter 2018-2019 Tree Removals at Various Parks in Waukegan, Illinois. Please review the enclosed documents and maps. All trees identified on the maps have been marked in the field with orange or white dots.

Contractor will be required to enter into an agreement with the Park District similar to the attached template agreement. The successful contractor will also provide a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured in the attached template agreement in Exhibit D.

Please **return quotes via email by 12:00 p.m. Monday, November 12, 2018**, to me at [kdeboer@waukeganparks.org](mailto:kdeboer@waukeganparks.org). Please be sure to include quote pages with individual and lump sum prices.

We appreciate your interest in the enclosed and welcome the opportunity to do business with you. I will be available to meet to answer any questions. If needed, you can reach me by phone at 847-360-4719.

Sincerely,

*Kristy De Boer*

Kristy De Boer  
Park Planner

KDB/kdb

Enclosures: 1

## TREE REMOVAL SPECIFICATIONS AND STANDARDS

- A. The contractors shall examine the locations of the proposed work and determine each in their own way, the difficulties which may be encountered in the execution of the work. No additional claims for compensation will be considered due to unknown conditions, other than those specified in the following.
- B. Safety:
1. Contractor shall adhere to ANSI A133:1: Pruning, Repairing, Maintaining, and Removing Trees and Cutting Brush – Safety Requirements.
  2. All crew members should be wearing the appropriate safety gear; hard hats, eye protection, approved boots, hearing protection and chainsaw chaps for groundwork.
  3. Use of bucket trucks and other heavy equipment will be allowed based on conditions and final approval by Manager of Park Maintenance, Rafael Ayala. He may be reached at 847-360-4753 or at [Rayala@waukeganparks.org](mailto:Rayala@waukeganparks.org).
- C. General
1. The Waukegan Park District reserves the right to adjust quantities as needed to conform to budgetary limitations.
  2. The selected Contractor shall be required to furnish a Certificate of Insurance before commencing work naming the Waukegan Park District as additionally insured and shall include liability, automotive and workers compensation meeting or exceeding district requirements.
  - ~~3. Contractor shall have a certified arborist on staff.~~
  4. All work will comply with applicable laws, codes, rules and regulations.
  5. All trees have been indicated on attached maps and marked in the field. Site visits can be made by contractor during park hours.
  6. All work is permitted on site after District grants permission. Please call 48 hours ahead to get approved access to the parks.
  7. Before commencement of work, Contractor shall meet with District, and present an outlined schedule of work dates and progress meetings.
  8. Equipment access to specific sites may be limited to areas approved by District.
  9. All removals require complete removal of entire tree and cleanup of all limb debris by the Contractor.
  10. All stumps shall be mechanically ground to a minimum of six inches (6") below grade. Stump holes shall be backfilled with stump chips and a mound of remaining chips left on top of the hole.
  11. Contractor shall be responsible for re-grading, loosening of compacted soil, repair of access ways and any damage to turf /grounds within the work area of the park or by an intrusion that is outside the specified work area.
  12. A final walk-through to review completion of work may be required with the District.
  13. Contractor agrees to complete all work on or before **February 28, 2019**.

## 2018-2019 Tree Removals at Various Parks Detailed Quote Sheet - 2 PAGE

Category	Line #	Park	Genus	DBH	Stump	Cost Quote
Core Quotes	1	Besley Park	Ash	22.0	stump	
	2	Besley Park	Ash	24.0	stump	
			<b>2 trees</b>	<b>Park Total</b>		
	3	Bowen Park	Ash	7.0	don't stump	
	4	Bowen Park	Ash	7.0	don't stump	
	5	Bowen Park	Ash	8.0	don't stump	
	6	Bowen Park	Ash	9.0	don't stump	
	7	Bowen Park	Ash	9.5	don't stump	
	8	Bowen Park	Ash	14.0	don't stump	
	9	Bowen Park	Ash	14.0	don't stump	
	10	Bowen Park	Ash	17.0	don't stump	
	11	Bowen Park	Ash	20.0	don't stump	
	12	Bowen Park	Ash	12.0	don't stump	
	13	Bowen Park	Ash	14.5	don't stump	
			<b>11 trees</b>	<b>Park Total</b>		
	14	Bradbury Park	Ash	13.5	don't stump	
	15	Bradbury Park	Ash	16.5	don't stump	
	16	Bradbury Park	Ash	14.5	don't stump	
	17	Bradbury Park	Ash	12.0	don't stump	
	18	Bradbury Park	Ash	13.0	don't stump	
			<b>5 trees</b>	<b>Park Total</b>		
	19	Larson Park	Maple	16.5	stump	
	20	Larson Park	Maple	15.0	stump	
	21	Larson Park	Ash	13.5, 11.5, 21.5	don't stump	
	22	Larson Park	Cherry	25.0	don't stump	
	23	Larson Park	Cherry	14.5	don't stump	
	24	Larson Park	Ash	15.0	don't stump	
	25	Larson Park	Ash	13.0	don't stump	
	26	Larson Park	Ash	32.0	stump	
	27	Larson Park	Ash	10.0	Stump	
	28	Larson Park	Ash	12.5	Stump	
	29	Larson Park	Ash	6.0	Stump	
	30	Larson Park	Ash	14.0	Stump	
	31	Larson Park	Ash	12.5	don't stump	
	32	Larson Park	Ash	8.0	don't stump	
33	Larson Park	Ash	20.5	don't stump		
		<b>15 trees</b>	<b>Park Total</b>			
34	Powell Park	Pine	11.0	stump		
35	Powell Park	Ash	14.0	don't stump		
		<b>2 trees</b>	<b>Park Total</b>			
					<b>Quote Page 1 of 3</b>	



WAUKEGAN PARK DISTRICT

**WINTER 2018-2019 TREE REMOVALS AT  
VARIOUS PARKS**

**TOTAL QUOTE PRICE**

For completion of all work described in the Tree Removal Specifications and Standards, Maps and Quote Sheet, the Contractor agrees to perform all work **by the February 28, 2019, completion date** for the following sum:

**Total** \_\_\_\_\_ **Dollars (\$** \_\_\_\_\_ **)**

**Please complete and include attached detailed quote sheet.**

*(PLEASE PRINT)*

_____	_____
Firm Name	Email
_____	_____
Address	Phone
_____	_____
City                      State    Zip	Fax
By: _____	_____
	Title
Signature _____	_____
	Date

**\*\*\* CONTRACTOR IS REQUIRED TO GIVE THE WAUKEGAN PARK DISTRICT A CERTIFICATE OF INSURANCE PER ATTACHED REQUIREMENTS PRIOR TO START OF WORK.\*\*\***

BESLEY  
← N

22" ASH

24" ASH

nearmap  
current : clear : change



BOWEN  
← N



1-14.5" Ash

1-20" Ash  
1-12" Ash

1-14" Ash  
1-17" Ash  
1-14" Ash

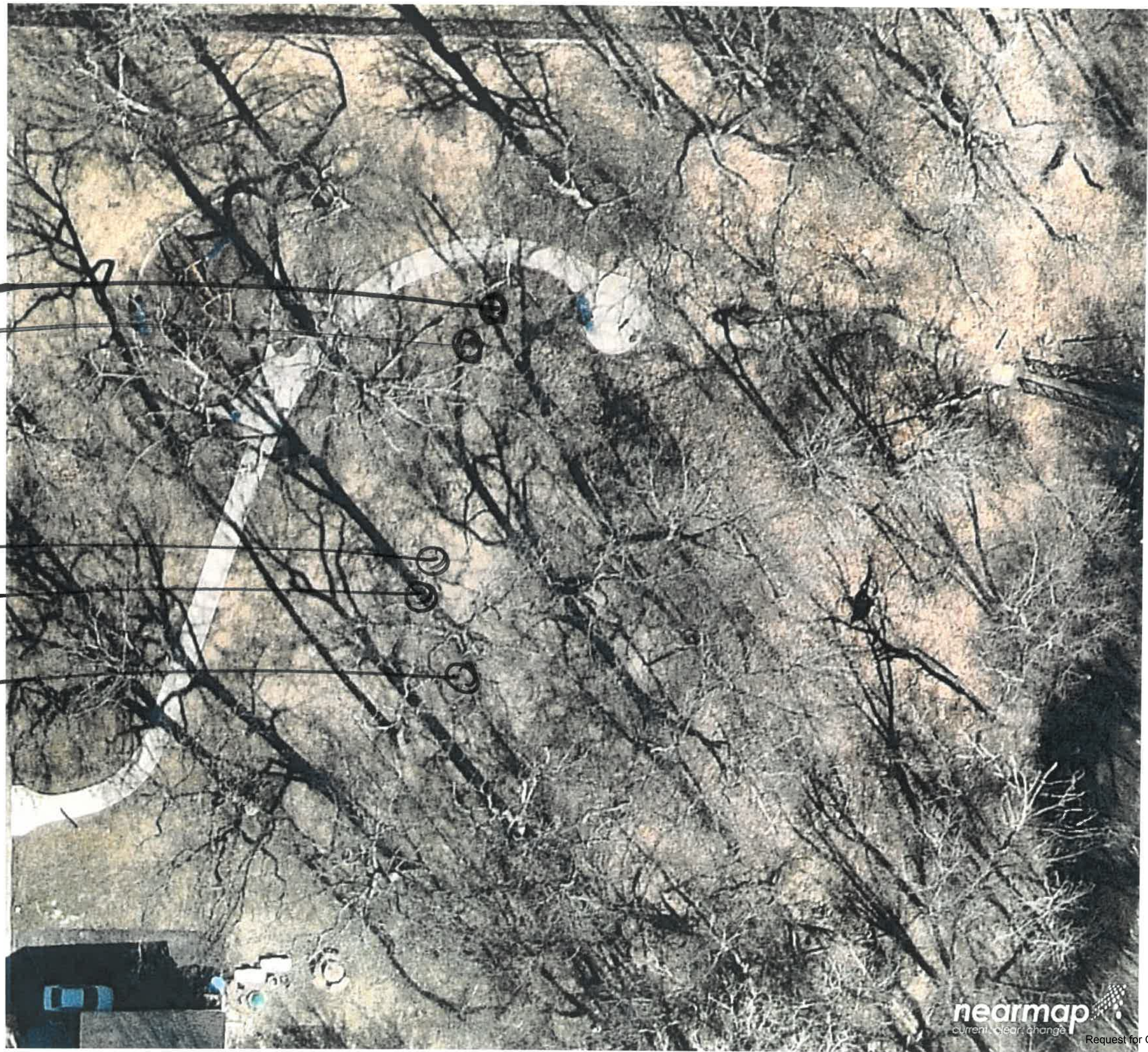
1-9" Ash  
1-9.5" Ash

1-7" Ash  
1-11" Ash  
1-8" Ash

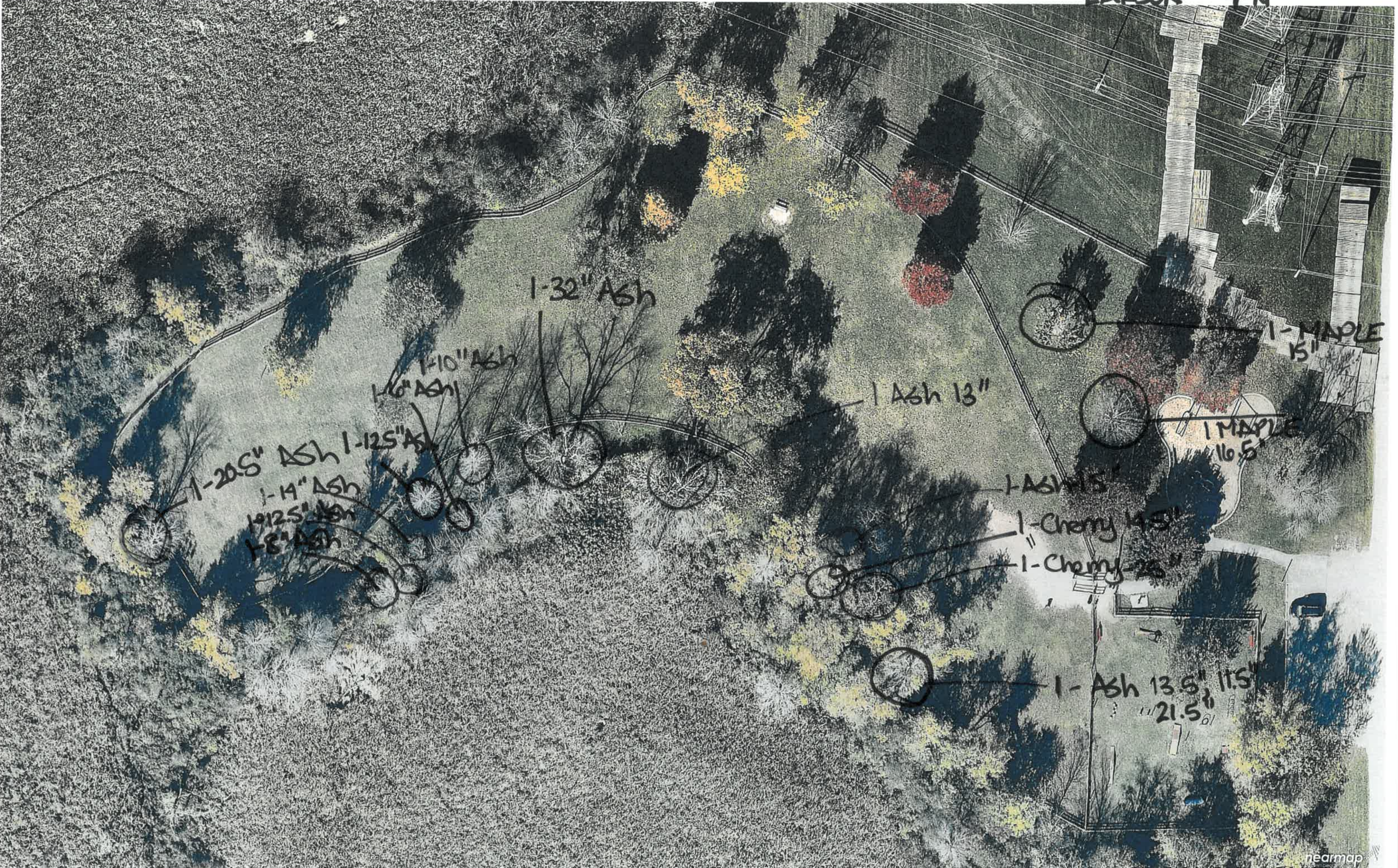
BRADBURY  
↑

13.5" Ash  
10.5" Ash

14.5" Ash  
12" Ash  
13" Ash







1-32" Ash

1-10" Ash  
1-6" Ash

1-20.5" Ash 1-12.5" Ash  
1-14" Ash  
1-12.5" Ash  
1-8" Ash

1 Ash 13"

1-Maple 15"  
1-Maple 16.5"

1-Ash 11.5"  
1-Cherry 14.5"  
1-Cherry 25"

1-Ash 13.5" 11.5"  
21.5"



11" Pine

POWELL  
PARK  
↑  
N

14" Ash

WASHINGTON



8" Ash

12" Ash

22" Ash

7" Oak

22"

7"

10"

4.5"

7"

8"

9.5"

5'6"

8'6"

9'5"

10"

4.5"

Walnut

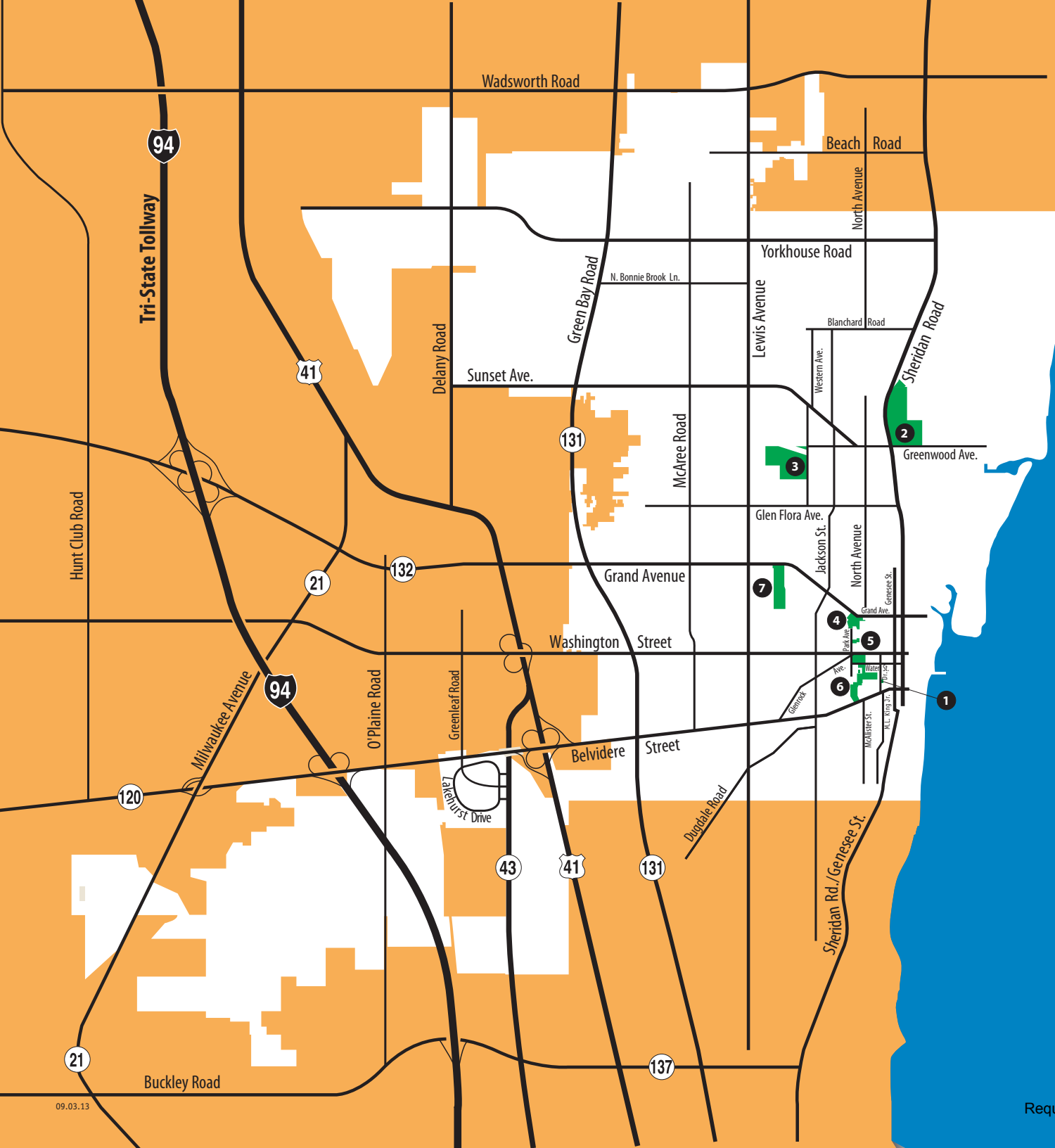
6.5"

13.5" Ash

6.5" Ash

nearmap  
current / clear / change

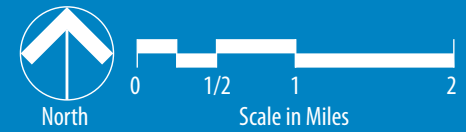




- 1 Besley Park**  
205 S. Martin Luther King Jr. Drive
- 2 Bowen Park**  
1800 N. Sheridan Road
- 3 Larsen Nature Preserve**  
1720 Western Avenue
- 4 Powell Park**  
533 Grand Avenue
- 5 Ray Bradbury Park**  
41 N. Park Avenue
- 6 Washington Park**  
15 S. Park Avenue
- 7 Yeoman Park**  
1535 Grand Avenue

**Legend**

- Park District Boundary
- Park Site
- Major Roads
- Highways
- Interstate



**TREE REMOVAL SERVICES AGREEMENT**  
**2018 – 2019 Tree Removal at Various Parks**

This Tree Removal Services Agreement (“Agreement”) is made this \_\_\_ day of **November**, by and between the Waukegan Park District, an Illinois park district (“Park District”), with its principal place of business at 2000 Belvidere St., Waukegan, Illinois, and **Contractor Name**, an Illinois corporation (“Contractor”), with its principal place of business at **Contractor Address**. Park District and Contractor are hereinafter sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

**WITNESSETH**

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

**1. Labor and Materials**

The Contractor shall provide all labor, equipment and materials required to complete the following work: **2018 – 2019 Tree Removal Services**, as indicated in the Park District’s Request for Quotes dated **Insert Date**, including the Specifications and Standards, Map and Quote Sheet included therein, all of which is attached to and incorporated as part of this Agreement as **Exhibit A** (“Park District’s RFQ”); and the Contractor’s proposal dated **Insert Date**, attached to and incorporated as part of this Agreement as **Exhibit B** (“Contractor’s Proposal”). The Park District’s RFQ and the Contractor’s Proposal are hereinafter collectively referred to as the “Work”.

**2. Contract Documents**

The Contract Documents consist of this Agreement between the Park District and the Contractor; Park District’s RFQ; Contractor’s Proposal; Contractor’s Certification, attached to and incorporated as part of this Agreement as **Exhibit C**; Insurance and Indemnification Requirements, attached to and incorporated as part of this Agreement as **Exhibit D**; and any modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and must be endorsed by the Parties. All of the terms, conditions and specifications contained in the Contract Documents are incorporated herein. In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Agreement; c) Park District’s RFQ; and d) Contractor’s Proposal.

**3. Term; Final Completion**

The term of this Agreement shall commence on the date said Agreement is last executed by the Parties and shall expire upon Contractor’s successful completion of the Work, unless

terminated earlier pursuant to the terms of this Agreement. Contractor shall achieve final completion of the Work on or before **February 28, 2019**.

#### **4. Performance of Work; Warranty**

Contractor warrants and agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the site of the Work.

#### **5. Contract Sum**

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement in the total lump sum amount of **Insert written amount** and 00/100 Dollars (**\$Insert amount**). The foregoing lump sum payment includes the following alternates, if any: **Insert if applicable**.

#### **6. Extras**

No claim for extras shall be allowed unless such claim shall be first submitted in writing to the Park District and approved in writing by an authorized agent of the Park District.

#### **7. Payment**

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*). The Park District is a tax exempt entity and shall have no tax liability for materials to be incorporated in, or totally consumed in, the prosecution of the Work.

#### **8. Cleaning Up**

The Contractor shall keep the site of the Work and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Work. At completion of any portion of the Work, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials.

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

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

- i. employees engaged in the Work and other persons who may be affected thereby;
  - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
  - iii. other property at the site of the Work or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When the Contractor uses or stores hazardous materials or equipment or unusual methods are necessary for execution of the Work, Contractor shall exercise the utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss to the site of the Work caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

## **10. Termination**

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for



the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

B. Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure.

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

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

## **11. Insurance**

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

## **12. Indemnification**

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

### **13. No Liability**

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

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

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

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

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the 19<sup>th</sup> Judicial Circuit Court of Lake County, Illinois. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

### **16. No Third Party Beneficiary**

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

**17. No Waiver**

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

**18. Independent Contractor**

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

**19. Non-Assignment**

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

**20. Notices**

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

If to Park District:

Waukegan Park District  
2211 Ernie Krueger Circle  
Waukegan, IL 60087  
(Fax) 847-244-7345  
Attention: Tim Girmscheid

If to Contractor:

**Contractor**  
**Address**  
(Fax) **#**  
Attention: **Contact**

**22. Entire Agreement; No Amendment**

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

**23. Headings**

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

**24. Severability**

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

**25. No Waiver of Tort Immunity Defenses**

Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

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

**WAUKEGAN PARK DISTRICT**

**CONTRACTOR**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A

Park District's RFQ dated **Insert Date**

SAMPLE

**EXHIBIT B**

**Contractor's Proposal dated **Date****

SAMPLE

## EXHIBIT C

### CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

**Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor 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. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- G. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- I. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- J. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- K. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free



Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- L. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor’s Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment, if applicable.
  
- M. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Waukegan Park District’s designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

\_\_\_\_\_  
 CONTRACTOR

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

STATE OF \_\_\_\_\_ )  
 )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 and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 (Notary Public)

(SEAL)

## EXHIBIT D

### INSURANCE AND INDEMNIFICATION REQUIREMENTS

#### I. Insurance

##### I. Commercial General and Umbrella Liability Insurance

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

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

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

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

##### B. Business Auto and Umbrella Liability Insurance

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

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

### **C. Workers Compensation Insurance**

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

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

### **D. General Insurance Provisions**

#### **1. Evidence of Insurance**

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

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

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

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

## **2. Acceptability of Insurers**

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

## **3. Cross-Liability Coverage**

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

## **4. Deductibles and Self-Insured Retentions**

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

## **5. Subcontractors**

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

## **II. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's obligations pursuant to this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission, by the Contractor, any subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall

similarly protect, indemnify and hold and save harmless the Park District's officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of breach of any of their obligations under, or default of, any provision of the Agreement. Any provision included in Contractor's Proposal regarding Contractor's limitation of liability, including any provision limiting Contractor's liability amount, shall not apply and is superseded by the terms of this Agreement.

SAMPLE