



# WAUKEGAN PARK DISTRICT

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

November 17, 2021

Dear Prospective Contractor:

The Waukegan Park District is accepting bids for:

## **2022 Contractual Lawn Maintenance Services**

We appreciate you bidding on the enclosed item and welcome the opportunity to do business with you.

Bids are due on **Wednesday, December 15, 2021 at 10:00 AM**. They are to be delivered in a sealed envelope to Kristy De Boer, Park Planner, Park Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, IL 60087.

**A pre-bid meeting will be held at the Parks Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, IL 60087, at 10:00 am, Wednesday, December 1, 2021.** This meeting will be used to review the Scope of Work and Specifications and give Contractors the opportunity to discuss any concerns with the Owner. **Attendance by any contractor desiring to bid on this Project is recommended.**

If you have any questions or concerns, please contact me at **847-360-4719** or by email at [kdeboer@waukeganparks.org](mailto:kdeboer@waukeganparks.org).

*The successful contractor will be required to provide a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured.*

Sincerely,

*Kristy De Boer*

Kristy De Boer  
Park Planner

KDB/kdb  
Enclosures: 1

WAUKEGAN PARK DISTRICT

**BID DOCUMENTS/PROJECT MANUAL: 2022 CONTRACTUAL LAWN MAINTENANCE SERVICES**

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**DATES OF ADVERTISEMENT:  
NOVEMBER 17 & 18, 2021**

**PRE-BID MEETING:  
DECEMBER 1, 2021  
10:00 AM  
PARKS MAINTENANCE FACILITY  
2211 ERNIE KRUEGER CIRCLE  
WAUKEGAN, IL 60087**

**DUE DATE & BID OPENING:  
DECEMBER 15, 2021  
10:00 AM**

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

**TENTATIVE DATE OF BID APPROVAL:  
JANUARY 11, 2022  
4:30 PM**

**DELIVER/MAIL BID TO: KRISTY DE BOER  
MARKED SEALED BID: "2022 CONTRACTUAL LAWN MAINTENANCE SERVICES"  
WAUKEGAN PARK DISTRICT  
PARKS MAINTENANCE FACILITY  
2211 ERNIE KRUEGER CIRCLE  
WAUKEGAN, IL 60087**

# WAUKEGAN PARK DISTRICT

## NOTICE TO BIDDERS

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

### **1. 2022 CONTRACTUAL LAWN MAINTENANCE SERVICES**

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

A **pre-bid meeting** will be held at **2211 Ernie Krueger Circle, Waukegan, Illinois, at 10:00 a.m. on Wednesday, December 1, 2021.** This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner. **Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.**

Each bid shall be placed in a sealed envelope and clearly marked "Waukegan Park District, 2022 CONTRACTUAL LAWN MAINTENANCE SERVICES". The envelope shall be addressed and delivered to and received by the Park District at the following location: Waukegan Park District Parks Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, Illinois 60087. No responsibility shall be attached to any person for premature opening of a bid not properly identified.

**Bids shall be received until 10:00 AM on WEDNESDAY, DECEMBER 15, 2021. Immediately thereafter, the bids will be publicly opened and read aloud. Bids received after that time or at a different location will be rejected.**

The Waukegan Park District reserves the right to waive technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, the financial capability of the Bidder, and the performance of the Bidder on other projects.

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

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

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

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

WAUKEGAN **P**ARK DISTRICT

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

Jay Lerner, Executive Director

Waukegan Park District (847) 360-4725

**PUBLISHED DATE: NOVEMBER 17 & 18, 2021**

# WAUKEGAN PARK DISTRICT

## SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.01 GENERAL

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

### 1.02 PREPARATION AND SUBMISSION OF BIDS

Each bid must be placed in an opaque-sealed envelope and clearly marked "**SEALED BID: 2022 CONTRACTUAL LAWN MAINTENANCE SERVICES**," and addressed and delivered to and received by the Park District at the following location: **Waukegan Park Maintenance Facility, 2211 Ernie Kruger Circle, Waukegan, Illinois 60087**. Bids shall be received until **10:00 AM on WEDNESDAY, DECEMBER 15, 2021**. Immediately thereafter, the bids will be publicly opened and read aloud. Bids arriving after the specified time or at a different location will be rejected and will be returned unopened, including mailed bids regardless of when post marked.

Bid Documents, including Instructions to Bidders, Drawings, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications **electronically by contacting the Waukegan Park District Parks Department at 847-360-4725 or by email at [lsalinas@waukeganparks.org](mailto:lsalinas@waukeganparks.org)**. Office hours are Monday-Friday, 7:00 a.m. - 3:30 p.m. Any questions related to the bidding requirements shall be directed to **KRISTY DE BOER, PARK PLANNER, AT 847-360-4719 OR BY EMAIL AT [KDEBOER@WAUKEGANPARKS.ORG](mailto:KDEBOER@WAUKEGANPARKS.ORG)**.

**A Pre-bid Meeting** will be held at **Parks Maintenance Facility, 2211 Ernie Kruger Circle, Waukegan, Illinois, at 10:00 AM on DECEMBER 1, 2021**. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner. **Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.**

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

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

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

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

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

**1.03 REQUIREMENTS OF BIDDERS**

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

**The following information must be attached to the bid proposal.** Failure to do so may result in disqualification of the Bidder.

On a separate sheet, **list all construction projects your organization has in progress**, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

**On a separate sheet, (see Project List page) list all construction projects your organization has completed in the past three years, which are comparable in scope, giving the name of the project, project description, client and telephone number, architect and telephone number.** Also provide the original contract amount, the final contract amount, the final completion date provided for in the contract and the actual date of final completion. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase. Where the actual dates of final completion differ substantially from those dates as included in the contract at time of execution by both parties, explain the reason for the delay in the substantial and/or final completion of the Work.

On a separate sheet, **list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years**, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, **provide information with respect to all instances in which Bidder has been rejected for not being a responsible bidder**, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, **provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions**, giving a the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the Architect and, if applicable also the Construction Manager or Owner's representative.

Other required submittals include: Bid proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents may be the basis for immediate rejection of that Bidder's bid.**

**1.04 EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS**

The Bidder shall visit the site(s) of the proposed Work and become fully acquainted with conditions, as they exist, and shall undertake such additional inquiry and investigation as the Bidder shall deem necessary to fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. The Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the Specifications. Any conflicts or discrepancies found between or among the Bid Documents including but not limited to the Drawings and Specifications and the site conditions, or any errors, omissions, or ambiguities contained in the documents shall be immediately reported to the Park District and the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager.] and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or carefully examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has carefully examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be a cause to alter the original Contract or to request additional compensation.

**1.05 ACCEPTANCE OR REJECTION OF BIDS**

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Park District reserves the right to: (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of bids which are separately set forth on the Contractor Bid Form and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements as determined by the Park District .

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefor by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Park District's Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality in the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

**1.06 SURETY**

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

The bid security of all except the three (3) lowest responsive and responsible Bidders as determined by the Park District will be returned after the decision to accept or reject bids by the Park District's Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable ~~Performance Bond~~,

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~~Labor and Material/Payment Bond~~ and a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the contract for the Work presented by the Park District.

~~Prior to commencing Work, the successful Bidder shall furnish a Performance Bond, and Labor and Material/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "A VII" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work for a period of one (1) year after Final Completion. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq. and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee performance by the Contractor of all of its obligations indicated by the Contract Documents including but not limited to strict compliance with the Prevailing Wage Act.~~

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

### **1.07 WITHDRAWAL OF BID**

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

### **1.08 ACCEPTANCE AND CONTRACT**

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract, and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification ~~and the Prevailing Wage Determination and Supersedes Notice~~ comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner and Contractor ~~AIA Document A107 OR~~ other Agreement, as modified by the Park District and included in these Bid Documents, ~~and the Performance Bond and Labor Material Payment Bond~~ and proof of insurance comprise the Contract Documents.



**1.09 INTERPRETATION OF THE CONTRACT DOCUMENTS**

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If a Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Bid Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids. Address all communications to the Park District and to the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager. If an error or omission in the Bid Documents is discovered after the bid opening, the Park District reserves the right (i) to determine whether to require the submission of new bids or, (ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Architect/Owner and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected by the Bidder after the bid opening.

**1.10 ADDENDA**

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

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

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

**1.11 SUBSTITUTIONS DURING BIDDING**

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

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Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Bid Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its sole judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

### **1.12 COMMENCEMENT AND COMPLETION DATES**

Commencement Date: The Commencement Date shall be the date established by Owner in a Notice to Proceed issued to the Contractor. It is currently anticipated that Contract award will occur on or about **JANUARY 11, 2022**, with a notice to proceed to be issued shortly thereafter, subject to the Contractor providing the required bonds, evidence of insurance and other required submissions.

**Contract to begin the week of May 2, 2022, and end the week of October 28, 2022, running for a period of 26 weeks. The owner reserves the right to extend the contract for up to an additional two years at the end of each contracted year.**

By submission of its bid, the Bidder the Bidder acknowledges, agrees, represents, declares and warrants that it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.

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**SECTION 2: GENERAL CONDITIONS**

The General Conditions are the General Conditions of the Contract for Construction, ~~AIA Document AIA-A107 (the "General Conditions")~~ OR other Agreement, as modified by the Park District and included in these Bid Documents.

**SECTION 3: SUPPLEMENTARY CONDITIONS**

The "General Conditions of the Contract, ~~AIA Document A107~~", (the "General Conditions") OR other Agreement, as modified by Owner, are hereby amended to include the following:

**3.01 SCOPE OF WORK**

- A. The Work is to be done under this Contract, as shown on the Contract plans and described herein shall include the furnishings and complete installation of all materials and any other necessary Work required for proper completion, operation and use of the facilities. All the equipment, materials and labor that may be necessary to complete the Work and place it in satisfactory operation, implied or intended in the written Specifications and Drawings for the **2022 CONTRACTUAL LAWN MAINTENANCE SERVICES**, shall be furnished and/or installed without extra cost to the Owner.

**3.02 CONTRACT DOCUMENTS**

- A. The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner and ~~Contractor AIA Document A107~~ OR other Agreement, as modified by the Park District and included in these Bid Documents, ~~and the Performance Bond and Labor Material Payment Bond~~ and proof of insurance comprise the Contract Documents.

**3.03 APPLICABLE LAWS**

- A. The Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the Work. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner to liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions.

All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction. All of said ordinances and rules and regulations are hereby made a part of these Specifications.

~~PREVAILING WAGE ACT: Contractor shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) (the "Act") as required by the Illinois Department of Labor. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages (hourly cash plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.~~

CERTIFICATIONS: The Bidder shall complete the Contractor Compliance and Certifications Attachment and the Substance Abuse Prevention Program Certification. Failure to do so may result in disqualification of the Bidder.

CRIMINAL BACKGROUND INVESTIGATIONS: The Contractor shall a conduct criminal background investigation for each laborer, mechanic, and worker employed by the Contractor or any of its Subcontractors on the project in

compliance with federal and state laws and regulations. The Contractor shall not knowingly employ any person on the Project, or allow any person to enter onto Owner's property, who has been convicted for committing or attempting to commit first degree murder, a Class X felony, or any one or more of the following offenses: (i) those defined in Sections 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60, 11-6, 11-9, 11-14, 11-14.3, 11-14.4, 11-15, 11-15.1, 11-16, 11-17, 11-18, 11-19, 11-19.1, 11-19.2, 11-20, 11-20.1, 11-20.1B, 11-20.3, 11-21, 11-30, 12-7.3, 12-7.4, 12-7.5, 12-13, 12-14, 12-14.1, 12-15, and 12-16, of the Criminal Code; (ii) those defined in the Cannabis Control Act, except those defined in Sections 4(a), 4(b), and 5(a) of that Act; (iii) those defined in the Illinois Controlled Substances Act; (iv) those defined in the Methamphetamine Control and Community Protection Act; and (v) any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Further, no Contractor shall knowingly employ a person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987

### **3.04 SUBCONTRACTING**

- A. The Contractor may utilize the services of qualified Subcontractors on those parts of the work which, under normal contracting practices, are performed by Subcontractors specializing in the particular class of work. The Contractor is encouraged to utilize local, women, and minority-owned Subcontractors, when reasonable.
- B. The Contractor shall not award any work to any Subcontractor without prior written approval by the Owner, which approval will not be considered until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the Owner.

### **3.05 APPROVAL OF MATERIALS AND SOURCES OF SUPPLY**

- A. The Contractor shall furnish to the Owner for approval, immediately after the signing of the Contract, a complete statement of the origin, composition, manufacturer and proposed sources of supply of all materials or equipment required for use in this Work, whether supplied by himself or by any approved Subcontractor. The Contractor shall submit detailed information, literature, plans and such other data required to permit an analysis of the proposed equipment and materials.

### **3.06 INSPECTION AND TESTING**

- A. All materials and workmanship if not otherwise stipulated, shall be subject to inspection, examination and test by authorized representatives of the Owner at all times, before, during or after the preparation, during the progress of the Work, or after the Work is completed.

### **3.07 TITLE OF MATERIALS**

- A. The Contractor or Subcontractor shall not furnish any materials for the work that are subject to a chattel mortgage or subject to conditions or interest retained by the seller. The materials or equipment must be free of all encumbrances.

**3.08 PATENTS, ROYALTIES AND LICENSES**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patent or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

**3.09 PERMITS, LICENSES AND CERTIFICATES**

- A. ~~The Contractor shall procure the building permit for this Project from the City of Waukegan. Owner shall either pay the City of Waukegan directly or reimburse Contractor for all required building permits. Reimbursement shall be for exact cost paid by Contractor. No markup shall be paid for permits.~~ The Contractor shall supply all certificates required to show that the Work has been performed in accordance with the building, plumbing, electrical or other codes, rules and regulations of local or other authorities, the Board of Fire Underwriters or such other like bodies, as the Specifications may require directly or indirectly. **The Contractor shall file a contractor's registration application with associated fees, licenses, permit bonds, and insurance certificate with the City of Waukegan Building and Code Enforcement Department (1-847-625-6868).** Contractor registration fees are the responsibility of the Contractor and Subcontractors.

**3.10 CONTRACTOR RESPONSIBLE UNTIL WORK COMPLETED**

- A. The Contractor shall have charge of and be responsible for the entire Work until completed and accepted by the Owner. He shall make no assignment of this Contract without the written consent of the Owner. He shall give his personal supervision to the faithful prosecution of the Work; he shall keep it under his own control; and he shall have a competent representative or foreman on the Work, who shall have full authority to bring about the orderly and efficient prosecution of the same in accordance with the Contract and to supply materials, tools, equipment, and labor without delay.

**3.11 WEATHER CONDITIONS**

- A. If a temporary suspension of Work should occur during inclement weather, the Contractor shall protect carefully all Work and materials under this Contract against damage or injury from the weather. If, in the opinion of the Owner, damage results to either the Work or materials by reason of failure on the part of the Contractor to protect his Work, such materials or Work will be removed and replaced by and at the expense of the Contractor.

**3.12 NO CHARGE FOR DELAY**

- A. Unless otherwise provided in the Contract Documents, the Contractor shall make no charge or claim whatsoever for any hindrance or delay in the progress of the Work.

**3.13 COMPLETION DATE AND QUALIFICATION**

- A. The Work to be performed under this Contract will occur weekly and at some locations every other week as noted in the bid specs for a duration of 26 weeks during the timeframe of **May 2, 2022 – October 28, 2022.** **The owner reserves the right to extend the contract for up to an additional two years at the end of each contracted year.**

WAUKEGAN PARK DISTRICT

~~1. The Date of Substantial Completion shall mean when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the entire Work for use for which it is intended.~~

B. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the Contract, is a reasonable time for the completion of the Work, taking into consideration the average weather and industrial conditions prevailing in this locality. The Contractor agrees that time is of the essence of this Contract. If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified in the Contract or any proper extension thereof granted by the Owner, it in no way relieves the Contractor of his responsibility to complete the Work at no additional cost to the Owner. Any extension of the completion date must be agreed upon in writing by the Owner and Contractor. Contractor shall not be responsible for failure to meet the completion date when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner. The Contractor shall not be charged with any excess cost when the delay in completion of the Work is due to:

Any order duly issued by the government (city, county, state or federal);

Any unforeseeable cause beyond the control and without fault or negligence of the Contractor including, but not restricted to, acts of God, severe weather, strikes, acts of the Owner, or acts of another Contractor in the performance of a contract with the Owner (except as provided in paragraph VIII above).

Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

As otherwise provided for in the General Conditions

**3.14 INSURANCE AND INDEMNIFICATION REQUIREMENTS**

A. Insurance

1. 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

## WAUKEGAN PARK DISTRICT

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.

### 2. 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.

### 3. Continuing Completed Operations Liability Insurance (Only applies if project carries a Guarantee)

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrellas coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

### 4. 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.

### 5. General Insurance Provisions

#### A. Evidence of Insurance



## WAUKEGAN PARK DISTRICT

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 provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

### B. 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.

### C. 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.

### D. 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.

### E. 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.

B. Indemnification

1. To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall defend, indemnify and hold harmless the Owner, the Architect and their agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, costs and economic damages, arising out of, resulting from, or in any way connected with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The duty to defend herein is separate and distinct from the duty to indemnify and hold harmless, and shall be separately enforceable as such. 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 the Owner described in this Agreement.

2. The indemnification obligation under this Paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and the Contractor and all subcontractors hereby waive any limitations of liability defense based upon such acts, to the fullest extent permitted by law.

3. "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees, expenses and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review.

4. The obligations of the Contractor to indemnify and hold harmless Owner, Architect, their agents, consultants and employees under this Agreement shall not extend to the liability of the Owner and the Architect, their agents, consultants or employees arising out of their own negligence.

**3.15 CONTRACTOR PAYMENTS**

A. Payment will be made in full upon completion of the Project with Owner's final acceptance. **No payment shall be authorized unless all applicable Waivers of Lien and Contractor's Affidavits are submitted in accordance with the Contract Documents.** The time periods governing Owner's approval, disapproval, and payment of Contractor's applications for payment shall comply with the *Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.*

The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Park District from any and all claims or liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the Park District relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract ~~or the performance and payment bonds.~~

Failure to adhere to the approved progress schedule as specified in the Contract Documents, cooperate with other Contractors, and/or generally hinder the construction progress as determined by the Owner shall be

grounds for withholding payments. Failure to supply waivers of lien, and any other supporting documentation as required by Owner, with each request will be considered grounds for withholding partial payments, and failure to supply final waivers for the entire job on completion shall be grounds for withholding final payment.

The Owner may withhold from the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to pay just claims for labor and services rendered and materials furnished in or about the Work. The Owner shall have the right, acting as agent for the Contractor, to apply such retained amounts to the payment of such just claims.

**3.16 WORK PERFORMANCE**

- A. The Contractor shall coordinate his Work with all adjacent Work and shall coordinate with all other trades so as to facilitate the general progress of the Work. He shall afford all other trades every reasonable opportunity for the installation of their Work and for the storage of their material.
- B. Whenever, in the opinion of the Owner, the Contractor prosecutes or fails to prosecute his Work in such a manner as to hinder or delay the completion of the Work, the Owner may, after five (5) days' written notice to the Contractor order the Contractor to stop the Work, and carry out such Work as is necessary to be done by another Contractor or Contractors not necessarily holding a Contract for such Work on the Project, and in such event may charge the Contractor for such Work as may be performed. Nothing in this paragraph shall be deemed to be a waiver of any other remedies which may be available to the Owner in the event of a default surrender.

**3.17 SAFETY OF PERSONS AND PROPERTY**

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
  - 1. All employees on the Work and all other persons who may be affected thereby;
  - 2. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
  - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the 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 progress of the Work, all 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 utilities.

- D. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

**3.18 UNDERGROUND UTILITIES**

- A. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures. The Contractor will locate and stake all underground structures in the field to include all cable and conduit, gas lines, water lines, and drainage lines. All underground utilities so marked which are disturbed or damaged by the Contractor's operation shall be repaired by competent and qualified specialists at the Contractor's expense. Such repairs shall be made under the direction of the Owner. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures.

**3.19 PAYMENTS TO MATERIALMAN, ETC.**

- A. It is hereby expressly understood and agreed that the said Contractor shall furnish satisfactory evidence, when called for, that all persons who have done work or furnished materials in connection with the performance of the Contract, have been fully paid; otherwise the Owner shall have right to pay all such claims in full, out of any money that may be due to the Contractor under this agreement.

**3.20 MODIFICATIONS OF CONTRACT DOCUMENTS AND CONTRACT WORK**

- A. The Contract Documents may be modified and changed from time to time by written order of the Owner, in a manner not materially affecting the substance thereof, if such changes are necessary to carry out and complete more fully and perfectly the work to be done and performed. The Contractor shall acknowledge, in writing, receipt of every such order. If the changes and modifications increase the expense of the work, the increase expenses shall be paid for by the Owner. If such changes and modifications decrease the expense of the work, the amount of said diminution shall be credited to the Owner. The additional payment or amount credited shall be as a basis previously agreed upon, in writing, by the Owner and the Contractor. No consequential loss or profit on work not executed shall be paid to the Contractor.
- B. The amount of compensations to be paid to the Contractor for any changes or alterations, as so ordered, shall be determined:
  - 1. By a lump sum mutually agreed upon by the Owner and the Contractor; or,
  - 2. If the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the materials and of the wages applied labor (including premiums for Workmen's Compensation Insurance) required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved for such changes and alterations, plus 10% or 15% as compensation for all other items of profit and costs or expenses, including administration, overhead, superintendence, insurance (other than Workman's Compensation), materials used in temporary structures, allowances made by the Contractor to the Subcontractors, ~~additional premiums upon the performance bond of the Contractor,~~ and the use of small tools. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, as herein provided.

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Where proposed changes involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material change in the Work (i.e., other than minor field changes) a written change order shall be prepared by Contractor. In accordance with the *Criminal Code*, 720 ILCS 5/33 E-9, if a change order or series of change orders authorizes or necessitates an increase or decrease in either the cost of the contract by \$10,000 or more, or the time of completion of the Work by 30 days or more, such changes may be made only upon the written authorization of the Executive Director (Secretary of the Board) of the Waukegan Park District, after approval from the Board of Park Commissioners, including a written determination that:

the circumstances necessitating the change were not reasonably foreseeable at the time the Contract was signed; or

the change is germane to the original Contract as signed; or

the change order is in the best interest of the Owner and is authorized by law.

### **3.21 CLAIMS OF EXTRA COMPENSATION**

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

### **3.22 USE OF PREMISES AND REMOVAL OF DEBRIS**

- A. The Contractor expressly undertakes at his own expense:
1. To take every precaution against injuries to person or damages to property;
  2. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work of any other Contractors;
  3. To place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work;
  4. To frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end, that at all times the site of the Work shall present a neat, orderly, and workmanlike appearance;
  5. Before final payment, to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

**3.23 — GUARANTEE**

~~A. All work performed shall be guaranteed by the General Contractor to be free from defects in materials and workmanship for a period of one year from the date of final acceptance. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor the termination of the guarantee period, nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice he/she shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting there from.~~

~~The successful Bidder(s) must present the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Bidder agrees to sign over warranties and guarantees to the Park District.~~

~~If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his/her bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.~~

**BID PROPOSAL CHECKLIST**

Contractor \_\_\_\_\_

Project \_\_\_\_\_

Check box if supplied in sealed bid. See bid packet (section 1.03 and others) in bid packet for details.

Core Items in Submittal

- Bid Bond or Cashier's Check – Signed and/or Notarized
- Bid Addendum Acknowledgement (if applicable) - Completed
- Bid Proposal Form – Completed, Signed with Corporate Seal, and Notarized
- Bid Qualification Form – Completed
- 3 Year Project List - Completed
- Contractor's Compliance – Signed and Notarized
- Substance Abuse Program Certification – Signed

Additional attachments from Section 1.03

- Projects in Progress List
- Administrative and Litigation List
- Instances of Bid Rejection List
- Instances of Breach of Contract List

WAUKEGAN PARK DISTRICT

**2022 CONTRACTUAL LAWN MAINTENANCE SERVICES  
WAUKEGAN PARK DISTRICT  
WAUKEGAN, ILLINOIS**

**BID PROPOSAL FORM**

**4.01 BID TO:**

Waukegan Park District  
(hereinafter called "Owner")  
2211 Ernie Krueger Circle  
Waukegan, IL 60087

**4.02 BID FROM:**

\_\_\_\_\_  
(hereinafter called "Bidder")

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

**4.03 BID FOR:**

**2022 CONTRACTUAL LAWN MAINTENANCE SERVICES  
WAUKEGAN, ILLINOIS**



**4.04 ACKNOWLEDGEMENT**

The undersigned hereby acknowledges receipt of Invitation of Bids, Instructions to Bidders, the Specifications, Drawing, Conditions, Certifications, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**4.05 AGREEMENT**

A. In submitting the Bid, the undersigned agrees:

1. To hold the Bid open for sixty (60) days from submittal date.
2. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.
3. To enter into and execute a Contract with the Owner if awarded on the basis of this bid, and furnish all bonds and insurance required by the Contract Documents within fourteen (14) days after receiving Notice to Proceed from the Owner.
4. To accomplish the work in accordance with the Contract Documents.
5. To complete the work by the time stipulated in the Contract Documents.
6. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
7. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.

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8. The Bidder proposes to utilize the products and services of the following Subcontractors and major suppliers for the completion of the Contract. All Subcontractors shall be approved by the Owner prior to start of their Work on the Project. If no Subcontractors or major suppliers are to be used, indicate "NONE".

(1) \_\_\_\_\_ PH: \_\_\_\_/\_\_\_\_\_  
Subcontractor/major supplier

\_\_\_\_\_  
Address

\_\_\_\_\_  
Work to be performed/materials to be supplied

(2) \_\_\_\_\_ PH: \_\_\_\_/\_\_\_\_\_  
Subcontractor/major supplier

\_\_\_\_\_  
Address

\_\_\_\_\_  
Work to be performed/materials to be supplied

(3) \_\_\_\_\_ PH: \_\_\_\_/\_\_\_\_\_  
Subcontractor/major supplier

\_\_\_\_\_  
Address

**4.06 TOTAL BASE BID PRICE**

- A. Base Bid Price (Guaranteed Maximum Price)

For completion of all Work shown on the Drawings and Specifications, the Bidder agrees to perform all Work for the following sum:

**Providing weekly Contractual Mowing Services for:** Arbor Park, Diversity Park, Fireman’s Park, Graham Park, Park in the Glen, Rudd Farm Park, and Serenity Park.

**Providing every other week Contractual Mowing Services for:** Airport Park, Bonnie Brook North Caddy Lot, Brookside Property, Joe Sisolak Park, Park in the Glen, Stewart and Ridgeland, and Stonegate and Devonshire.

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	<b>Park</b>	<b>Acres</b>	<b>Service type</b>	<b>Price for Visit</b>	<b>2022 Pricing</b>	<b>2023 Pricing</b>	<b>2024 Pricing</b>
1.	Airport	5.68	Every Other Week				
2.	Arbor	1.7	Weekly				
3.	Bonnie Brook North Caddy Lot	1.07	Every Other Week				
4.	Brookside Property	0.20	Every Other Week				
5.	Diversity	0.88	Weekly				
6.	Fireman's	1.45	Weekly				
7.	Graham	0.88	Weekly				
8.	Joe Sisolak	6.35	Every Other Week				
9.	Park in the Glen	0.78	Weekly				
10.	Rudd Farm	3.85	Weekly				
11.	Serenity	2.93	Weekly				
12.	Stewart & Ridgeland	2.15	Every Other Week				
13.	Stonegate & Devonshire	0.20	Every Other Week				
				<b>Total =</b>	\$	\$	\$

In submitting this bid, it is understood that the Owner reserves the right to reject or modify any and all bids and to waive any informalities.

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Contractor acknowledges to have reviewed Performance Specifications with related documents and having visited the site of the proposed Work, and being familiar with all of the existing conditions and limitations surrounding the proposed Contractual Mowing Services.

For completion of all Contractual Mowing Services as shown on the maps and specifications, the Contractor agrees to perform all work for the following sum:

- 1. **2022 CONTRACTUAL MOWING SERVICES IN VARIOUS PARKS FOR THE WAUKEGAN PARK DISTRICT MAY 2, 2022 - OCTOBER 28, 2022:**  
TOTAL \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)
  
- 2. **OPTIONAL 2023 CONTRACTUAL MOWING SERVICES IN VARIOUS PARKS FOR THE WAUKEGAN PARK DISTRICT MAY 1, 2023 - OCTOBER 27, 2023:**  
TOTAL \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)
  
- 3. **OPTIONAL 2024 CONTRACTUAL MOWING SERVICES IN VARIOUS PARKS FOR THE WAUKEGAN PARK DISTRICT MAY 6, 2024 - NOVEMBER 1, 2024:**  
TOTAL \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**4.07 UNIT PRICE QUOTATIONS**

A. The following unit prices are submitted by the undersigned Bidder as a proposed basis for additive or deductive adjustment to the Total Base Bid in the event Contract changes are required involving the items described.

<u>ITEM</u>	<u>UNIT PRICE</u>
• _____	\$ _____ (UNIT)
• _____	\$ _____ (UNIT)

**4.08 REJECTION AND WITHDRAWAL OF BID**

A. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any informalities. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

**4.09 TIME OF COMPLETION**

A. The Work to be performed under this Contract will occur weekly and some locations serviced every other week as noted in the bid specs for a duration of 26 weeks during the timeframe of **May 2, 2022 – October 28, 2022**. **The owner reserves the right to extend the contract for up to an additional two years at the end of each contracted year.**

## WAUKEGAN PARK DISTRICT

### **4.10 BID SECURITY**

- A. Accompanying the proposal is a Bid Bond as surety in the amount of not less than ten percent (10%) of the Total Base Bid payable to Waukegan Park District, which it is agreed will be forfeited if the undersigned fails to execute the Contract in conformity with the Specifications ~~and furnish Performance Bonds, Payment or Labor and Material Bonds, and Certificate of Insurance with Endorsements~~ after notification of the award of the Contract to the undersigned.

### **~~4.11 PERFORMANCE/PAYMENT OR LABOR AND MATERIALS BOND~~**

- ~~A. The undersigned Bidder agrees to provide Performance, and Payment or Labor and Material Bonds executed in accordance with AIA Document AIA A312-2010 form, or its current equivalent, or one acceptable to Owner, in the amount of **110% of the Contract Sum** (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.~~

### **4.12 CONTRACT DOCUMENTS**

- A. The successful Bidder may be required to enter into an ~~standard AIA form of Owner-Contractor Agreement appropriate to the form of the project delivery system selected by the Owner (general contractor and/or construction manager)~~ OR other Agreement, as modified by the Owner.

WAUKEGAN PARK DISTRICT

**CORPORATION**

The Bidder is a Corporation organized and existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Duly Authorized Officer's Signature

\_\_\_\_\_  
Title

CORPORATE SEAL (above)

**PARTNERSHIP**

The Bidder is a co-partnership consisting of individual partners whose full names are listed below:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Partner's Signature)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INDIVIDUAL**

The Bidder is an individual.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Individual's Signature

**Bidder must have their signature above notarized below regardless of Bidder Type**

Sworn and Subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 20\_\_.  
Notary Public or other Officer authorized to administer oaths

2022 CONTRACTUAL LAWN MAINTENANCE SERVICES  
WAUKEGAN PARK DISTRICT  
WAUKEGAN, ILLINOIS

BID QUALIFICATION FORM

**4.13 BIDDER QUALIFICATION**

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Number of years in business under this name: \_\_\_\_\_

Include with this Proposal the information required under 1.03 Requirements of Bidders in the Instructions to Bidders.  
(See attached pages)

WAUKEGAN PARK DISTRICT

**PROJECT LIST**

List three (3) of the largest projects completed in the past three (3) years which are similar in scope to the **2022 CONTRACTUAL LAWN MAINTENANCE SERVICES**.

**1. Project Name** \_\_\_\_\_

Description \_\_\_\_\_

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

Original Contract Amount \_\_\_\_\_ Final Contract Amount \_\_\_\_\_

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

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

Architect/Engineer \_\_\_\_\_ Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**2. Project Name** \_\_\_\_\_

Description \_\_\_\_\_

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

Original Contract Amount \_\_\_\_\_ Final Contract Amount \_\_\_\_\_

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

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

Architect/Engineer \_\_\_\_\_ Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**3. Project Name** \_\_\_\_\_

Description \_\_\_\_\_

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

Original Contract Amount \_\_\_\_\_ Final Contract Amount \_\_\_\_\_

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

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

Architect/Engineer \_\_\_\_\_ Phone Number \_\_\_\_\_ Email \_\_\_\_\_



**IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES AND SUPERSEDES NOTICE**

~~Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx>. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.~~

**CONTRACTOR COMPLIANCE AND CERTIFICATIONS**

**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. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.~~
- D. 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.
- E. 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.

WAUKEGAN PARK DISTRICT

- F. 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.
- G. 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.
- H. (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.
- I. 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.
- J. Contractor shall use reasonable effort to employ local, women, and minority. Additionally, Contractor shall use reasonable effort to utilize local, women, and minority owned Subcontractors.
- K. 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.

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- L. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated 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.
  
- M. 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.
  
- N. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention In 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.
  
- O. 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 NAME

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

Its: \_\_\_\_\_ (Title)

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)

**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION**

The Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Waukegan Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

- A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention in Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_ Dated: \_\_\_\_\_  
Signature of Authorized Representative

- B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq.

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_ Dated: \_\_\_\_\_  
Signature of Authorized Representative

WAUKEGAN PARK DISTRICT

**EMPLOYMENT OF ILLINOIS WORKERS OF PUBLIC WORKS ACT CERTIFICATION**

I hereby certify that I have been provided with a copy of the Employment of Illinois Workers of Public Works Act (Page 33, Section G.) and that I am in compliance with the workforce requirements. Furthermore, I accept full liability for present and future compliance with the Act throughout the duration of performance under this contract.

\_\_\_\_\_  
CONTRACTOR NAME

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

Its: \_\_\_\_\_ (Title)

## I. PERFORMANCE SPECIFICATIONS

### 1. SCOPE OF WORK

The Waukegan Park District intends to contract the mowing, trimming, edging and trash and debris pickup operations for sites as specified in the Proposal Form and agreed to by the District. The Park District reserves the right to remove or add sites to the agreement based on existing budget. All equipment, materials and labor that may be necessary to complete the work implied or intended in the written specifications and drawings for providing contractual lawn maintenance services shall be furnished and/or installed without extra cost to the Owner. **Mowing shall be on Wednesday or Thursday of each week with Friday as a backup day. Mowing shall be done within the specified working hours to comply with the City Noise Ordinance. Mowing will occur weekly between May 2, 2022 and October 28, 2022; and/or any accepted Optional Period which is a total of 26 weeks. Waukegan Park District reserves the right to cancel turf mowing services during drought periods. Services skipped due to drought or excessive rainfall may be added to a different week of service or added on to the end of the contract at the discretion of the Manager of Parks Maintenance. Mowing services are not to occur on the following holidays: Memorial Day, Juneteenth Day, Independence Day, and Labor Day.**

Contractor guarantees to use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work to be completed.

The Contractor shall examine the locations of the proposed work and determine each in his 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.

### 2. TRASH AND DEBRIS PICKUP

The Contractor shall, prior to the mowing of any site, police the entire area and pickup all trash, glass and debris. No litter of any type shall be mowed so as to detract from the site. Contractor must clean up the site again should any debris be hit by mowers.

Debris such as light branches and twigs shall be cleaned up by the Contractor. However, any heavier branches or limbs, downed by storms or other causes, shall be the responsibility of the Waukegan Park District.

### 3. MOWING

Mowers shall be set to cut the grass at 2.5” – 3.5” inches (i.e. mower settings should depend upon terrain being mowed and growth season to determine final height of cut. Final height of cut to be agreed upon with Manager of Park Maintenance). Manager of Park Maintenance shall have the right to check equipment for compliance. **Type of mower:** Contractor shall use rotary type, not flail or “bush hog” type.

#### **4. TRIMMING**

Trimming around permanent objects such as trees, shrubs, fences, play equipment, signs and other objects so deemed by the Park District, shall be done with suitable equipment **to keep the grass at the same height as the rest of the turf surfaces**. Great care shall be taken by the contractor so as not to damage either plant material(i.e. flowers, trees, etc.) nor hard surfaces with any types of trimming equipment used.

#### **5. SIDEWALK EDGING**

All concrete sidewalks on site having turf along their edges shall be edged using a gas-powered edger with a metal blade; **no weedeater edging will be allowed**. The edge shall be no less than 3/8 inch nor more than 5/8 inch in width with a minimum depth of two (2) inches. All debris shall be removed from the turf and sidewalk upon completion of the edging operation. Sidewalks shall be edged a minimum of **every other week** or more often if necessary at the discretion of the contractor. Sidewalk edging procedures will be reviewed by the Park District within the first two weeks of the contract.

#### **6. PLANTING BEDS AND TREE RINGS**

All planting beds (i.e. annual, perennial, shrub, tree ring, sign) shall be kept free of weeds. In addition, all planting beds and tree rings must have well-defined edges that provide a crisp definition between turf and planting bed. Weeding may be done using a combination of mechanical, manual and chemical methods. Damage to plants due to weed control or blossom removal will not be acceptable.

Planting bed maintenance shall also include maintenance of all mulched tree rings on site. Rings shall be kept weed free and all suckers shall be removed from the base of the tree. The Park District shall provide the mulch for the tree rings should additional amounts be needed.

**Special Note:** Before chemical control methods can be used, the Park District must be in receipt of copies of licenses of all workers who will be applying said chemicals. Contractor agrees to follow all applicable state and federal pesticide laws. Noncompliance with this section can result in immediate termination of the contract. Contractor is required to provide Park District with a label from any applied chemicals and must furnish Park District with a Safety Data Sheet for the product(s). Use of pesticides must be documented per location and amounts applied including mix ratio on the Contractual Mowing Services Checklist (sample attached).

#### **7. LEAF MULCHING**

On or about October 1st, the contractor should adjust their mowing operations to also mulch leaves. Mulched leaf material will remain on site. All leaves shall be blown or raked from playgrounds, pathways, tree rings and bedding to turf areas where they shall be mechanically mulched. Mulched leaves shall be uniform and distributed on turf areas in a manner that does not readily show piles or areas that are excessively dense.



**8. FINAL APPEARANCE**

Mowing patterns shall be such that the clippings are evenly distributed, not windrowed into noticeable deposits. Grass clippings need not be collected by the Contractor. However, they shall not be allowed to accumulate on areas such as pathways, sidewalks, basketball courts, play areas, etc. Mowing patterns shall be established and equipment operated so that the height of cut is uniform and no scalping occurs. Trees, shrubs and other plants shall not be “barked” by running into them with the mowing equipment.

**9. SAFE USE OF EQUIPMENT**

All equipment shall be used in a safe manner by the Contractor’s employees. When mowing or trimming in the presence of users of the park, the Contractor’s employees shall either mow an area of the site that will not affect the users’ activities, or when possible, request the users to suspend their activity temporarily so that the workers may finish. Other requirements for safe use are as follows:

All guards and shields shall remain in place on equipment to protect the worker and the public.

Mow/trim in such a manner that any debris is being thrown away from any park patrons, vehicles and equipment/etc. that may be present at the site.

**SPECIAL NOTE:** Failure to comply with this section in particular can result in termination of contract.

**10. PUBLIC CONTACT**

On occasion, the Contractor’s employees may be contacted in some manner by residents/users of the park and its environs. The employees shall be instructed to inform citizens to direct their comments or questions to the Waukegan Park District Parks Department by calling 847-360-4725.

**11. EQUIPMENT CONDITION**

Equipment shall be kept in good, safe operating condition with sharp blades so that grass is cut properly. Equipment shall be kept in such condition that gas and/or oil are not leaked onto grass surface. Equipment shall not be fueled or oiled in grass area. Equipment shall be moved to a hard surface area for this function.

Lock automotive-type vehicles and other mechanized or motorized construction equipment when parked and unattended. Park on public streets.

**12. FAILURE TO PERFORM**

The Waukegan Park District may terminate services automatically in the event of contractor’s

failure to perform its obligations in strict accordance with the performance specifications by giving notice of such termination to Contractor. In such event, contractor shall be entitled to receive payment for services properly performed but unpaid prior to termination.

### **13. PROOF OF INSURANCE**

**Before starting any work, the contractor shall provide the District with a Certificate of Insurance with coverage amounts listed and also naming the Waukegan Park District as additional insured.**

### **14. LENGTH OF CONTRACT**

This contract shall cover the period of time from May 2, 2022 until October 28, 2022. This is a total of 26 weeks. (Unless an Optional Proposal is accepted). **Services skipped due to drought or excessive rainfall may be added to a different week of service or added on to the end of the contract at the discretion of the Manager of Parks Maintenance.** At the District's discretion, the contract may be extended for a second and/or third year at the proposed contract prices listed on the Proposal Form

### **15. METHOD OF PAYMENT**

Payment will be once a month based upon submittal of complete invoices. The contractor shall submit a statement to the Waukegan Park District by the tenth (10th) of every month. This statement shall include the "Contractual Mowing Services Checklist" (see attached sample) provided by the District for the month showing all work done during the billing period.

Sites shall be visited once per week even if conditions do not warrant mowing. Contractors shall only charge for services rendered. The Waukegan Park District is a tax-exempt municipality.

### **15. GENERAL NOTES ON SPECIFICATIONS**

The Contractor agrees to provide a competent foreman or supervisor who possesses good command of the English language at all times when the Contractor provides the services under this Contract. The name of the foreman or supervisor shall be provided to the Park District in writing, complete with phone number for Park District use in the event of emergency situations.

The Contractor's employees at all times shall be courteous and present a neat and clean appearance and shall wear identifiable work garments and identification to indicate that they are employed by the Contractor.

The Contractor will be expected to conduct random quality service inspections with a representative(s) of the Park District to ensure total control over every facet of services as outlined in these specifications.

The Contractor shall report any hazards such as vandalism or graffiti to the Waukegan Park District Parks Department at 847-360-4725.

All work shall be performed by a qualified Contractor and/or subcontractor whose primary business is turf and landscape maintenance. The Contractor and/or subcontractor shall submit a list of a minimum of three (3) previous contractual mowing service projects completed by their company. The Contractor shall have been in the contractual mowing service business for a minimum of five (5) years. See the attached IV. Qualification Form.

## II. SUMMARY OF WORK AND CONDITIONS

### **DESCRIPTION SUMMARY OF THE WORK**

Contractual mowing services at the following park sites shall occur **weekly** unless directed by the Manager of Parks Maintenance:

1. Arbor Park – 1151 Pleasant Hill Gate
2. Diversity Park – 4499 W. Hill Avenue
3. Fireman’s Park – 2115 Dover Road
4. Graham Park – 3935 Bertrand Lane
5. Park in the Glen – 2675 W. Lucia Avenue
6. Rudd Farm Park – 1645 South Falcon Drive
7. Serenity Park – 1561 S. Candlestick Way

Contractual mowing services at the following park sites shall occur **every other week**, unless directed by the Manager of Parks Maintenance:

1. Airport Park – Intersection of Newcastle Road and Winhaven Drive
2. Bonnie Brook North Caddy Lot – North of houses 2930 E. Bonnie Brook Lane and 2930 N. Lewis Avenue
3. Brookside Property – East of house 2721 Brookside
4. Joe Sisolak Park – 505 Blanchard Road
5. Stewart and Ridgeland Park – access point located between 303 – 311 Stewart
6. Stonegate and Devonshire – 3325 Devonshire Road and 3321 Bristol Road

### **CONTRACTOR USE OF PREMISES**

**General:** The contractor shall limit his use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public.

**Use of the Site:** Confine operations at the site to the areas permitted. Portions of the site beyond areas on which work is indicated are not to be disturbed.

Keep existing driveways and entrances serving the parks clear and available at all times. Do not use for parking (One lane must be open to traffic at all times).

Take every precaution against injuries to person(s) or damage to property.

### **QUALITY OF MATERIALS AND WORKMANSHIP**

Should any dispute arise as to the quality or fitness of materials or workmanship, the decision shall rest strictly with the Owner and shall be based on the requirements that all work done or materials furnished shall be first class in every respect.

### **SUBCONTRACTORS AND SUPPLIERS**

Each contractor engaging subcontractors or suppliers, shall provide a list of all subcontractors and suppliers and must get Owner’s approval before contracts are signed or work initiated.

## **CHANGES**

The Owner shall have the right to make changes in the contract documents after their execution. However, all changes must be agreed to in writing before any work in connection with the changes is commenced. Change orders must bear the signature of the Owner and Contractor. Unsigned changes will not be honored for payment.

## **LAW COMPLIANCE**

Each and every contractor and subcontractor performing work at the individual park site shall comply with applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

WAUKEGAN PARK DISTRICT

**WEEKLY CONTRACTUAL MOWING SERVICES CHECKLIST**

**COMPANY:** \_\_\_\_\_ **MONTH:** \_\_\_\_\_

**EMPLOYEES:** \_\_\_\_\_

**REPORT ANY HAZARDS TO RAFAEL AYALA  
MANAGER OF PARK MAINTENANCE  
WAUKEGAN PARK DISTRICT  
PARKS DEPT. 847-360-4753**

LITTER CLEAN UP  
ALL TURF AREAS  
MOWED/TRIMMED  
SIDEWALKS EDGED  
& BLOWN OFF  
FENCE LINE WEED-  
WHIPPED  
TREE RINGS  
EDGED & RAKED  
BENCHES WEED-  
WHIPPED  
SHELTER/BUILDIN  
GS WEED WHIPPED  
MOW UNDER  
BLEACHERS  
SIGN POSTS WEED-  
WHIPPED

	DATE	TIME IN	TIME OUT																COMMENTS
ARBOR PARK																			
DIVERSITY PARK																			
RUDD FARM PARK																			
SERENITY PARK																			

**SIGNATURES:** \_\_\_\_\_

**SUPERVISOR ATTEST:** \_\_\_\_\_

**3.8.19 RA**



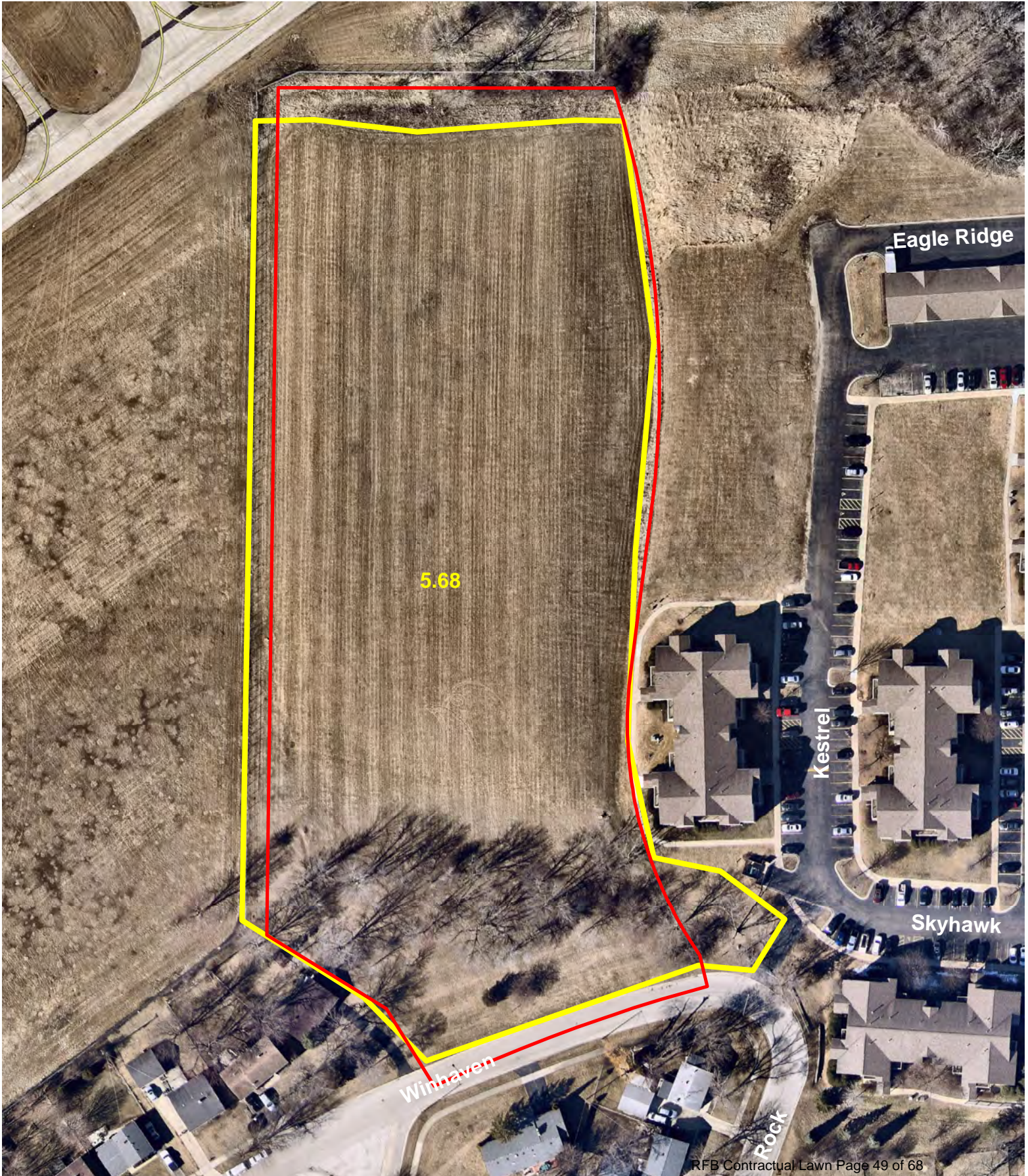






# Airport Park

Intersection of Newcastle Road and Winhaven Drive







# Arbor Park

1151 Pleasant Hill Gate

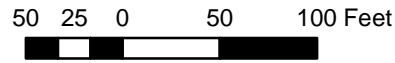






# Bonnie Brook North Caddy Lot

Lots north of 2930 N. Lewis Avenue & 2930 E. Bonnie Brook Lane







# Brookside and Evergreen

Property East of House 2721 Brookside

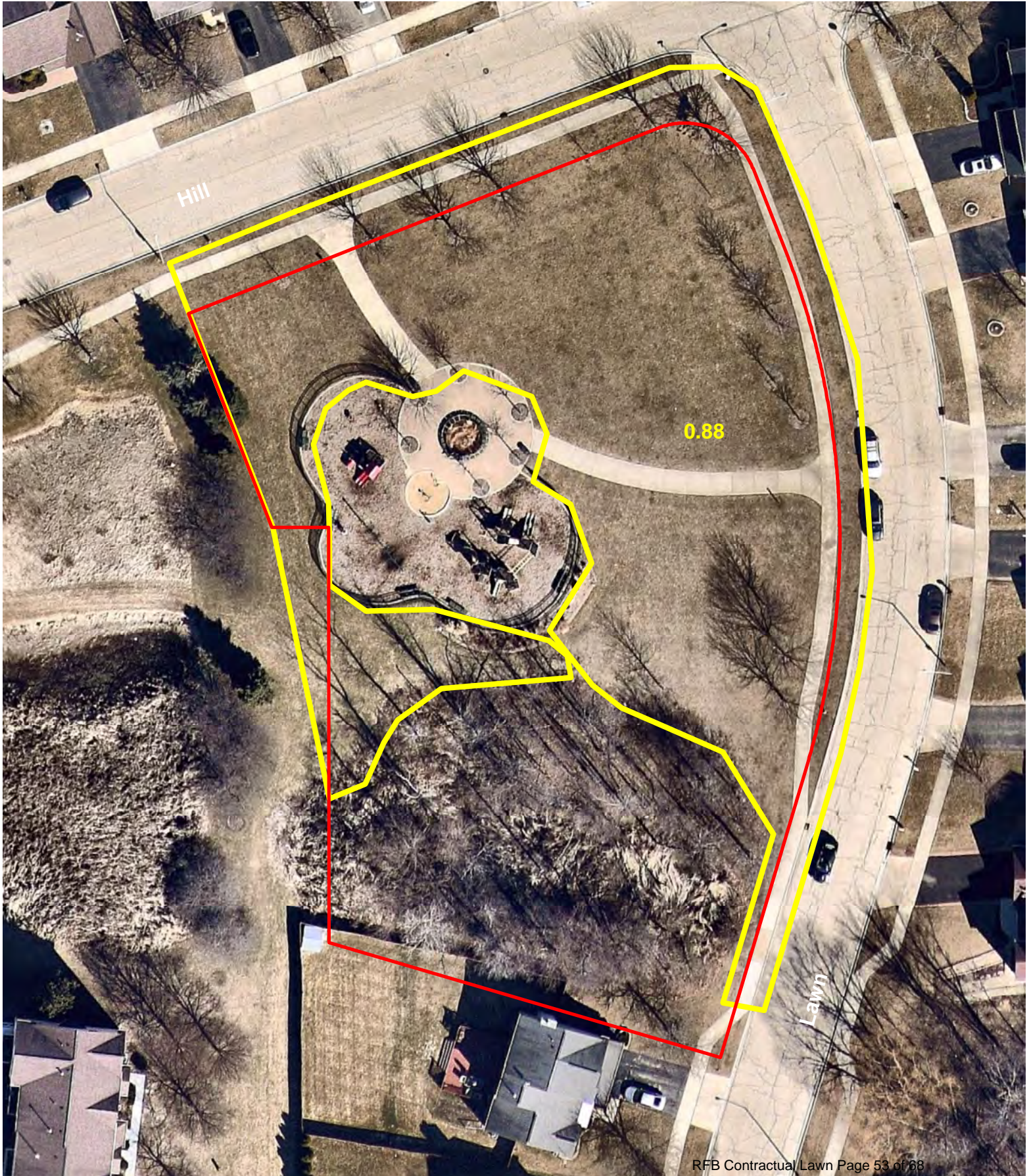






# Diversity Park

4499 W. Hill Avenue







# Firemans Memorial Park

2115 Dover Road

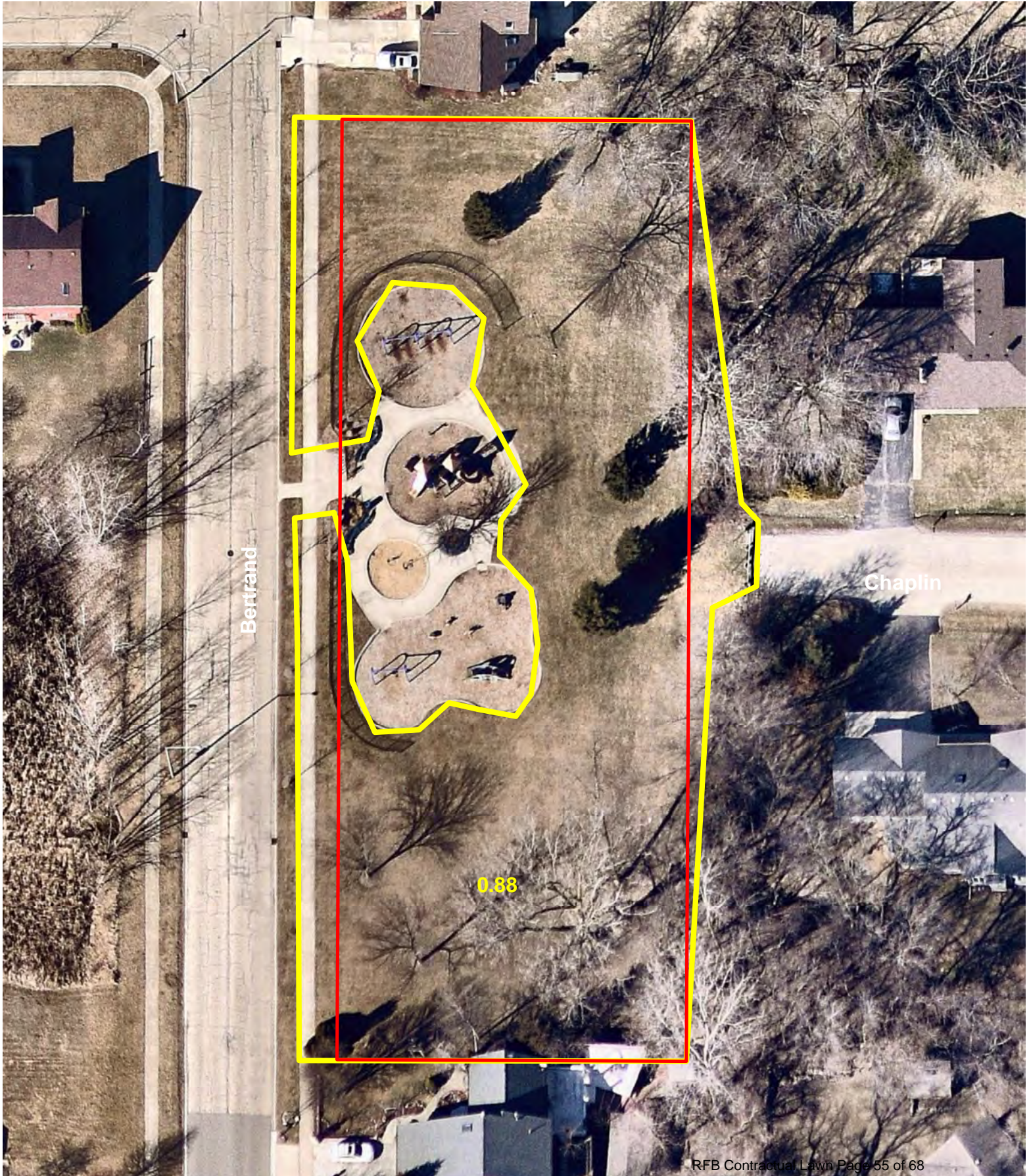
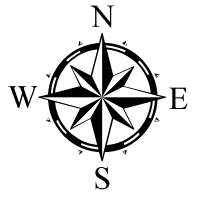






# Graham Park

3935 Bertrand Lane

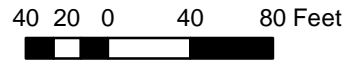






# Joe Sisolak Park

505 Blanchard Road



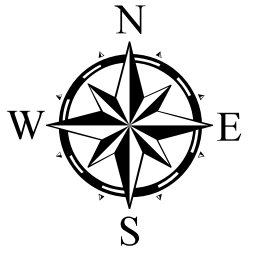




# Park in the Glen

2675 W. Lucia Avenue

130 65 0 130 Feet



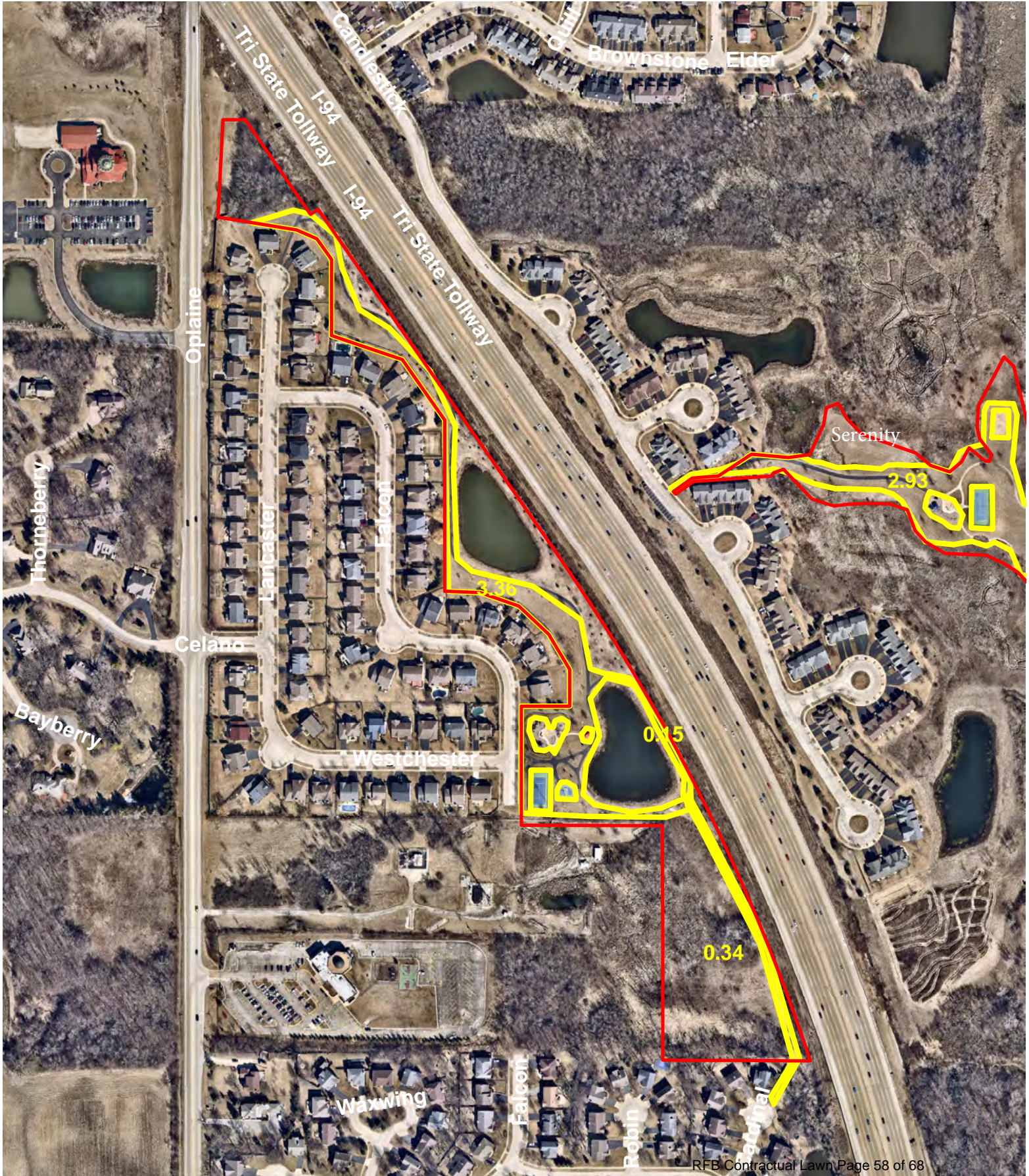
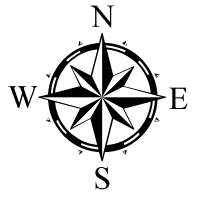




# Rudd Farm Park

1645 South Falcom Drive

180 90 0 180 360 Feet



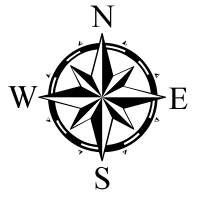




# Serenity Park

1561 S. Candlestick Way

90 45 0 90 180 Feet



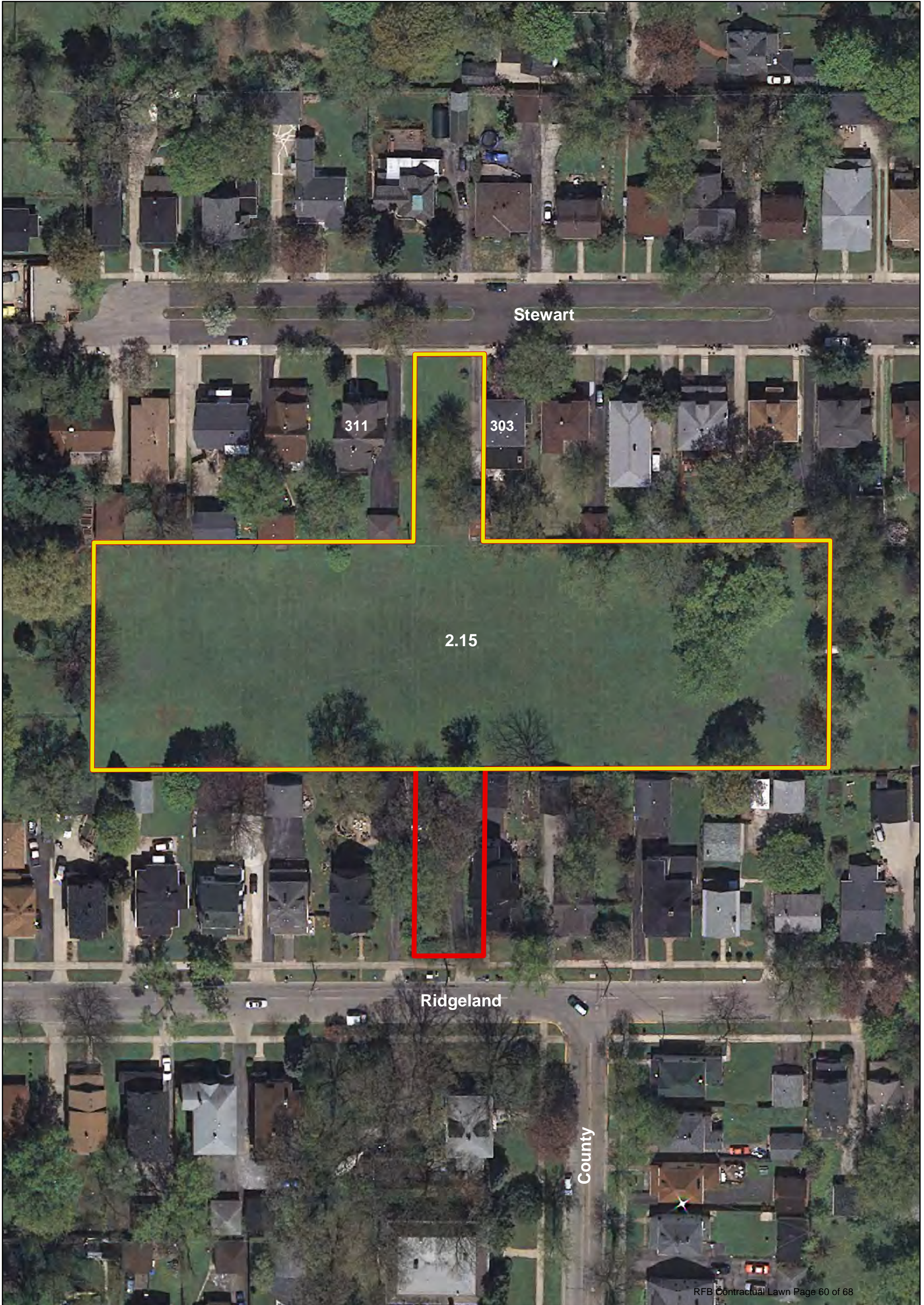
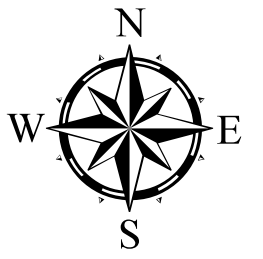




# Undeveloped - Stewart and Ridgeland

Easement access between homes 303 - 311 Stewart

90 45 0 90 Feet



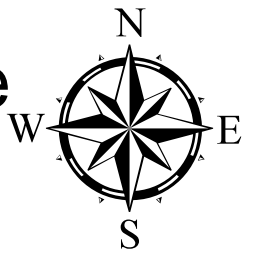




# Undeveloped - Stonegate and Devonshire

Easement access between homes 3321 - 3325 Bristol

25 12.5 0 25 Feet





## CONTRACTUAL LAWN MAINTENANCE SERVICES AGREEMENT

This Maintenance Services Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between Waukegan Park District, an Illinois park district and unit of local government (“Park District”), and **Company Name**, an Illinois corporation (the “Contractor”). The Park District and Contractor are hereinafter sometimes collectively referred to as the “Parties” or individually as “Party.”

### WITNESSETH

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

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

The Contractor shall provide all labor, equipment and materials required to complete the following work: Contractual Mowing Maintenance Services at **Park Name, Address** Waukegan, IL 60085 (“**simple project site name**”), as indicated in Contractor’s proposal dated **Month Day, 2022** (the “Work”), attached to and incorporated as part of this Agreement as **Exhibit B**.

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

The Contract Documents consist of this Agreement between the Park District and the Contractor; the **Bid Documents/Specifications: 2022 Contractual Lawn Maintenance Services**, attached to and incorporated as part of this Agreement as **Exhibit A**; Contractor’s Proposal, attached to and incorporated as part of this Agreement as **Exhibit B**; **Contractor’s Compliance and Certifications Attachment**, attached to and incorporated as part of this Agreement as **Exhibit C**; **Insurance and Indemnification Requirements and Contractors Certificate(s) of Insurance**, attached to and incorporated as part of this Agreement as **Exhibit D**; ~~and Prevailing Wage Supersedes Notice, attached to and incorporated as part of this Agreement as **Exhibit E**~~; and any modifications issued after the execution of this Agreement.

#### **3. Term**

Unless terminated earlier as provided in this Agreement, the term of this Agreement shall be for **one (1) year**, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ (“Term”). The owner reserves the right to extend the contract for up to an additional two years at the end of each contracted year.

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

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

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

## **5. Contract Sum**

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

## **6. Cleaning Up**

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

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

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

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

## **8. Termination**

The Park District may terminate this Agreement as follows:

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



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

#### **9. Insurance**

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

#### **10. Indemnification**

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

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

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

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

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

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

**13. Notice**

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

FOR THE PARK DISTRICT:

Waukegan Park District  
2211 Ernie Krueger Circle  
Waukegan, IL 60087  
Attn: **Kristy De Boer**

FOR THE CONTRACTOR:

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

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

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

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

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

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

**16. No Third Party Beneficiary**

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

**17. No Waiver**

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

**18. Independent Contractor**

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

**19. Non-Assignment**

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

**20. Entire Agreement**

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

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

**21. Headings**

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

**22. Severability**

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

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

**WAUKEGAN PARK DISTRICT**

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

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

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

**COMPANY NAME**

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

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

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