



WAUKEGAN PARK DISTRICT

2000 BELVIDERE ST. • WAUKEGAN, IL 60085-6172 • PHONE (847) 360-4711 • TTY (847) 662-3800 • WWW.WAUKEGANPARKS.ORG

May 4, 2017

Dear Prospective Contractor:

The Waukegan Park District is accepting quotes for custodial service for three (3) Park District Buildings: Corrine J. Rose Administrative Center, Belvidere Recreation Center, and Howard E. Ganster Pool (See attached map and floorplans).

A **pre-quote meeting** will be held at the Corrine J. Rose Administration Center, 2000 Belvidere Street, Waukegan, Illinois on **Wednesday, May 10, 2017 at 10:00 a.m.** This meeting is scheduled to help clarify any questions prior to submissions of quotes.

Please return your price quote **by 12:00 pm, Wednesday, May 17, 2017.** The quote can be faxed to 847-244-7345 or emailed to lsalinas@waukeganparks.org. If you have any questions regarding the quote feel free to contact Lali Salinas, Department Support Aide, at 847-360-4725 or at the email noted above.

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

Sincerely,

Scott MacLean
Superintendent of Parks

SM/kdb
Enclosure: 1

**REQUEST FOR QUOTES FOR
PROVIDING CONTRACTUAL
CUSTODIAL SERVICES**

MAY 2017



**WAUKEGAN PARK DISTRICT
2000 BELVIDERE STREET
WAUKEGAN, ILLINOIS 60085-6172
(847) 360-4725**

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I. GENERAL SPECIFICATIONS

- 1.0 For the facilities indicated, the cleaning period will consist of either three (3), five (5), six (6), or seven (7) days per week. The Contractor's work day will commence any time after 10:00 p.m. and will terminate on or before 7:00 a.m. the following day. The Contractor's specific work schedule shall be approved by a designated representative of the Waukegan Park District and may be amended by mutual agreement between the Park District and the Contractor. All buildings are to be locked and secured by cleaning personnel. The Contractor will be held responsible for any and all damages that result from buildings being left unlocked. The Contractor is also responsible for any charges resulting from building alarm systems set off by contractor error.
- 1.2 The Contractor agrees to furnish and pay necessary expenses for all labor, tools, equipment and supervision and cleaning materials in connection with the program of janitorial services described in this Contract. It is the Park District's responsibility to provide the Contractor with the supplies listed in Section 2.4.
- 1.3 It is the responsibility of the Contractor to maintain all areas where janitorial services are provided in a neat and attractive condition. It is recognized that, in the process of cleaning, the Contractor may be required to move, among others, furniture, desk materials, files, cabinets, and program equipment. All equipment shall be replaced where it was situated prior to the required cleaning.
- 1.4 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.
- 1.5 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 Contractor. All work shall be performed and all complaints handled with due regard to the Park District's public relations and with due regard for the care of Park District property. The Contractor shall utilize only employees who are competent and skilled to perform the specific job tasks to which they are assigned. At the request of the Park District, the Contractor will remove from the performance of the janitorial services at the Park District any employee of Contractor who is incompetent, discourteous, reckless, destructive or repeatedly fails to abide by the janitorial staff service rules or specifications of the Contract.
- 1.6 Holiday cleaning is expected at all locations, except where specifically excluded, at the discretion of the Park District.
- 1.7 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.
- 1.8 Service shall commence upon signing of a service agreement which shall be agreeable to both parties. Charges for service shall be itemized and billed monthly. The Waukegan Park District reserves the right to cancel the custodial maintenance service for any reason on thirty (30) days written notice to the Contractor or his representative.

II. SUMMARY OF WORK AND CONDITIONS

2.1 DESCRIPTION SUMMARY OF THE WORK

Contractual custodial services at the following sites in Belvidere Park:

1. Corrine J. Rose Administrative Center
2. Belvidere Recreation Center
3. Howard E. Ganster Pool

2.2 INSURANCE REQUIREMENTS

Commercial General and Umbrella Liability Insurance

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

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

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

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

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.

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.

2.3 GENERAL INSURANCE PROVISIONS

Evidence of Insurance

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

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

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

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

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.

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.

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.

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.

Indemnification

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 negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. 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 any party or person described in this Agreement.

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.

"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.

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.

2.4 SUPPLIES AND EQUIPMENT SPECIFICATIONS

Materials and Chemicals Identified for Use

Substitutions of items designated for use must be preceded by a written request by the Contractor. The following is a list of materials and chemicals that will be used by the contractor in the course of the cleaning duties for the Park District. This list should not be considered to be all inclusive, but one that is open to additions or deletions. A list of materials shall be submitted to and approved by the Park District. Material Safety Data Sheets (MSDS) are required for all chemicals used.

- High quality non-slip floor wax
- High quality floor wax stripper
- Bowl cleaner - (not to exceed 9% acid content)
- Multi-use cleaner - must have disinfectant capabilities
- Glass cleaner
- Dust mop treatment
- Carpet spot remover

Equipment

Contractor shall supply all equipment required to perform the services under the Contract. It is the Contractor's responsibility to keep equipment in proper working order and to run periodic checks on

equipment. The Contractor shall be solely responsible for the safe condition and adequacy of all equipment. Change and use clean dust mops weekly. Replace mop heads every three (3) months. Clean mop heads weekly.

Materials to be supplied by Waukegan Park District

- Hand and body soap
- Toilet paper
- Paper towels
- Hand towels
- Garbage liners
- Urinal screens

Janitorial Service Staff Rules

- A. Personal calls on office telephones are prohibited.
- B. Breaks and meals are to be taken in designated areas only.
- C. No smoking is allowed.
- D. All doors should be secured and locked at all times. Do not allow the public to enter the buildings.
- E. Report breakage immediately.
- F. When leaving buildings, make sure proper lights are left on.
- G. Do not go into cabinets, closets, desks, drawers, or any storage areas for which you have not been authorized.
- H. Report lost or stolen keys within 24 hours. No keys are to be duplicated.
- I. Set building security alarms as required.
- J. When leaving a building, check exterior door.

III. PROPOSAL FORM
Custodial Services for three (3) Park District Buildings

PRICE QUOTE FOR:

Providing Contractual Custodial Services for Corrine J. Rose Administrative Center, Belvidere Recreation Center, and Howard E. Ganster Pool.

In submitting this quote, the undersigned understands that the owner reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of the owner

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 Custodial Services.

For completion of all Contractual Custodial Services for three (3) Park District Buildings in Belvidere Park as shown on the maps and specifications, the Contractor agrees to perform all work for the following sum:

CUSTODIAL SERVICES

Rose Admin Center

(5 Days/Week/52 weeks)

**Belvidere Rec.
Center(BRC)**

**(6 Days/Week/13 weeks)
(3 Days/Week/39 Weeks)**

Ganster Pool

(7 Days/Week/10 Weeks)

1. Annual Cost

\$ _____

\$ _____

\$ _____

**IF AWARDED THE CONTRACT, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK COVERED BY
THIS PROPOSAL AND PROPOSAL CHARGES / PRICES GUARANTEED
FROM JUNE 1, 2017 TO May 31, 2018.**

(PLEASE PRINT)

Firm Name

Address

Phone

City

State

Zip

Fax

By

Title

Signature

Date

**CONTRACTOR IS REQUIRED TO FURNISH THE WAUKEGAN PARK DISTRICT WITH A CERTIFICATE OF
INSURANCE PRIOR TO START OF WORK**

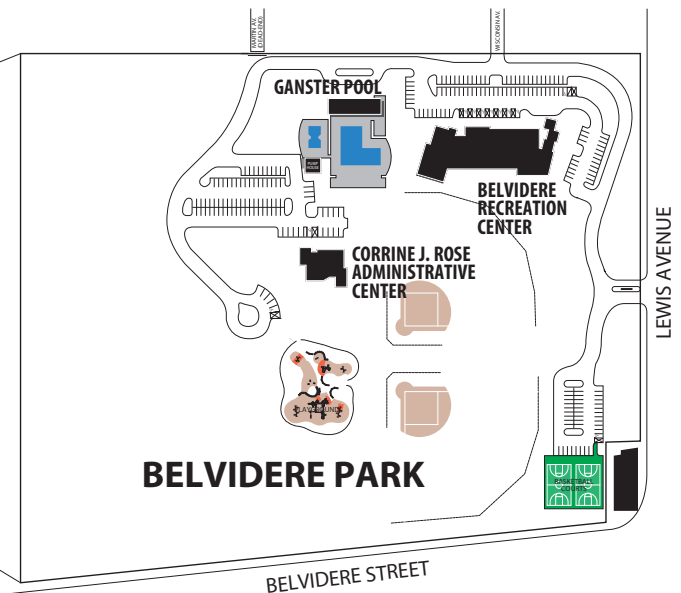
WAUKEGAN PARK DISTRICT

2000 Belvidere Street
Waukegan, Illinois 60085-6172
(847) 360-4725

LOCATION MAP

DIRECTIONS

From the Tri-State Tollway 94 exit Belvidere Street east. Proceed east approximately three miles to the light at Lewis Avenue. Turn left and head north on Lewis Avenue. About a block north, you will see the entrance to the park on the left side.



NORTH SCALE IN MILES (MAIN MAP)



RPQ Page 10 of 32



PROPOSED TASK SCHEDULE
CORRINE J. ROSE ADMINISTRATIVE CENTER (RAC)
5 DAYS PER WEEK (MONDAY – FRIDAY)

Regular Services – General. Private Offices. Lobby & Lounge

A. Daily

1. Empty wastebaskets and dispose of garbage and recycling in proper dumpsters.
2. Dust all furniture including desks, chairs and tables.
3. Dust all exposed filing cabinets, bookcases and shelves.
4. Dust all telephones.
5. Clean & sanitize drinking fountains.
6. Spot clean desk tops.
7. Spot clean reception lobby glass including front door and any other partition or door glass.
8. Dust mop resilient and hard floors or vacuum carpeted floors in traffic lanes only.
9. Spot clean spills and stains on carpeted and resilient floors.
10. Spot clean furniture as needed.
11. Empty all desk side office paper recycling containers into larger blue recycling containers located on site.
12. Notify the Parks Department (360-4725) if any vandalism or broken equipment is discovered.

B. Weekly

1. Clean & sanitize telephones.
2. Low dust horizontal surfaces below knee height including sills, ledges, moldings and radiators.
3. High dust all horizontal surfaces above shoulder height.
4. Damp mop resilient or hard floors or vacuum carpeted floors in their entirety.
5. Remove dust and cobwebs from ceiling areas, soffits and all corners.
6. Burnish all floors once or twice a week as necessary.

C. Monthly

1. Clean entire interior glass in partitions and doors.
2. Vacuum furniture
3. Clean air vents: floor, wall and ceiling.
4. Clean off board room table after monthly meetings.
5. Vacuum all carpet areas completely.

Regular Services - Washrooms

A. Daily

1. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals and hand basins.
2. Clean all glass and mirrors.
3. Empty all containers and disposals, insert liners as required, spot clean and sanitize container.
4. Empty and sanitize interior of sanitary container.
5. Spot clean walls, doors and partitions.
6. Refill all dispensers to normal limits - napkins, soap, tissue, towels and liners.
7. Supplies to be furnished by Waukegan Park District.
8. Low dust and high dust all horizontal surfaces.
9. Sweep, damp mop and sanitize hard floor.

B. Weekly

1. Wipe down all walls, partitions, sink and toilet bases and base moldings completely of "mop splash" within eighteen inches (18") of the floor.

Regular Services - Eating Areas/Kitchens

A. Daily

1. Empty wastebaskets and dispose of garbage in outside dumpster.
2. Damp clean and sanitize table tops, seats and backs of chairs, counter tops (all kitchen equipment), sinks and walls.
3. Empty all containers and disposals. Spot clean exterior of all containers.
4. Clean and sanitize drinking fountain.
5. Spot clean doors, frames, light switches, kick and push plates, handles, walls and interior glass.
6. Dust mop resilient and hard floors.
7. Damp mop resilient and hard floors.

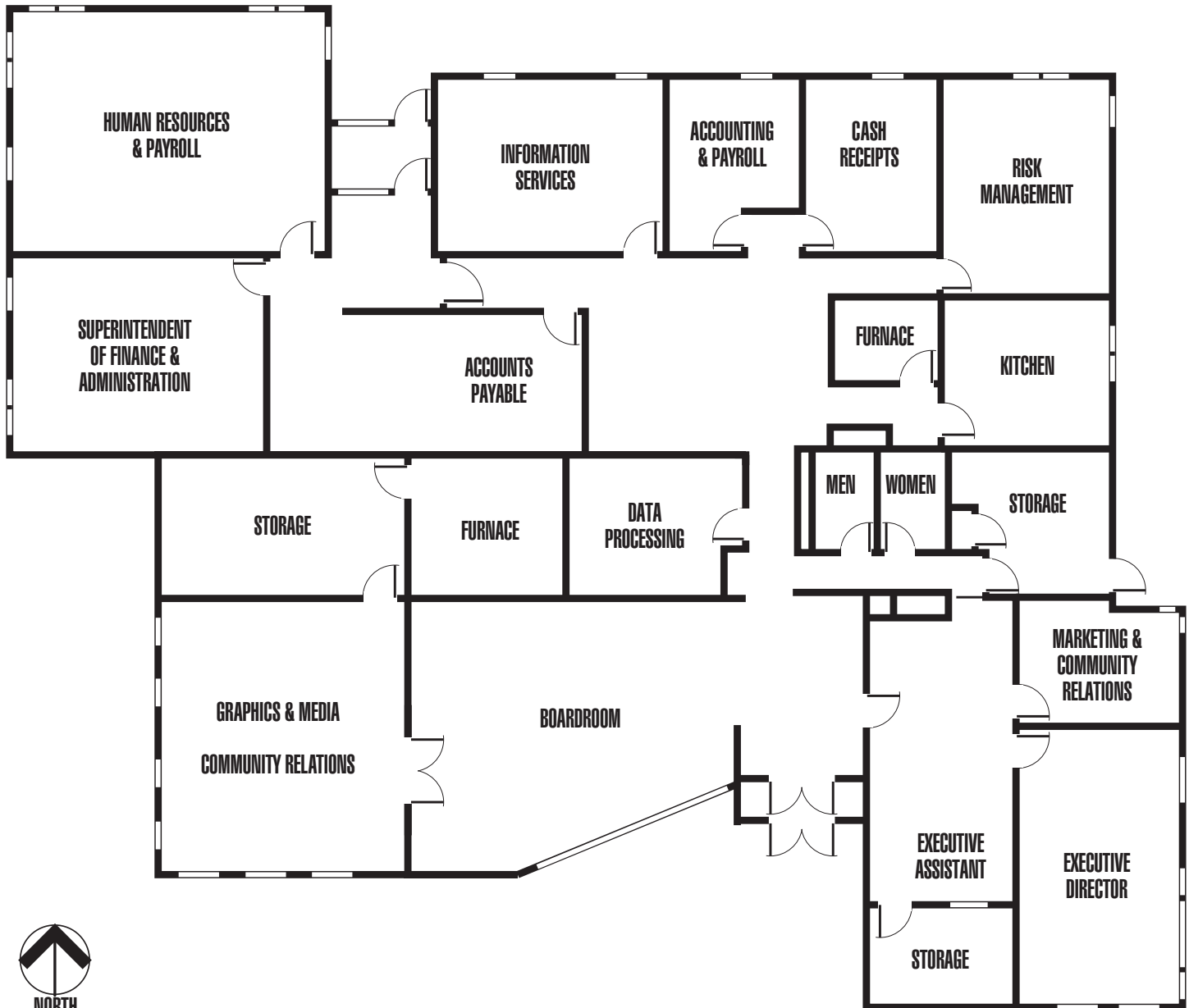
B. Weekly

1. Damp clean pedestals or legs.
2. Low dust and high dust all horizontal surfaces.
3. Clean entire interior glass in partitions and doors.

WAUKEGAN PARK DISTRICT

CORRINE J. ROSE ADMINISTRATIVE CENTER

2000 Belvidere Street • Waukegan, IL 60085



FLOOR PLAN

NO SCALE
5,875 SQUARE FEET

PROPOSED TASK SCHEDULE
BELVIDERE RECREATION CENTER (BRC)

JUNE, JULY, AUGUST - 6 DAYS PER WEEK (MONDAY – SATURDAY)
SEPTEMBER – MAY - 3 DAYS PER WEEK (TUESDAY, THURSDAY, SATURDAY)

Regular services -general. Private offices. Lobby. Lounge & multipurpose room

A. Daily

1. Empty wastebaskets and dispose of garbage and recycling in proper dumpsters.
2. Spot clean reception lobby glass including front door and any other partition or door glass.
3. Dust all furniture including desks, chairs and tables.
4. Vacuum carpeted floors entirely.
5. Dust all telephones.
6. Clean & sanitize drinking fountains.
7. Dust mop all resilient and hard floors.
8. Damp mop all tiled floor - including multi-purpose room.
9. Spot damp mop multi-purpose room daily, complete damp mop with sanitizer after dog training. Dog training classes are held twice a week for ten (10) weeks.
10. Empty all desk side office paper recycling containers into larger blue recycling containers located on site.
11. Notify the Parks Department (360-4725) if any vandalism or broken equipment is discovered.

B. Weekly

1. Clean and sanitize telephones.
2. Dust all exposed filing cabinets, bookcases and shelves.
3. Low dust horizontal surfaces below knee height including sills, ledges, moldings and radiators.
4. High dust all horizontal surfaces above shoulder height including pop machine, refrigerator and coolers.
5. Damp mop multi-purpose room.
6. Burnish all floors once or twice a week as necessary.

C. Monthly

1. Clean entire interior glass in partitions and doors.
2. Clean air vents: floors, walls and ceilings.
3. Vacuum furniture.
4. Remove dust and cobwebs from ceiling areas, soffits and all corners.

Regular services - washrooms

A. Daily

1. Clean, sanitize, and polish all vitreous fixtures including toilet bowls, urinals and hand basins.
2. Clean all glass and mirrors.
3. Empty all containers and disposals, insert liners as required, spot clean and sanitize container.
4. Empty and sanitize interior of sanitary container.
5. Spot clean walls, doors and partitions.
6. Refill all dispensers to normal limits - napkins, soap, tissue, towels and liners.
7. Supplies to be furnished by Waukegan Park District.
8. Low dust and high dust all horizontal surfaces.
9. Sweep, damp mop, and sanitize hard floor.

B. Weekly

1. Wipe down all walls, partitions, sink and toilet bases and base moldings completely of "mop splash" within eighteen inches (18") to the floor.

Regular services - eating areas/kitchens

A. Daily

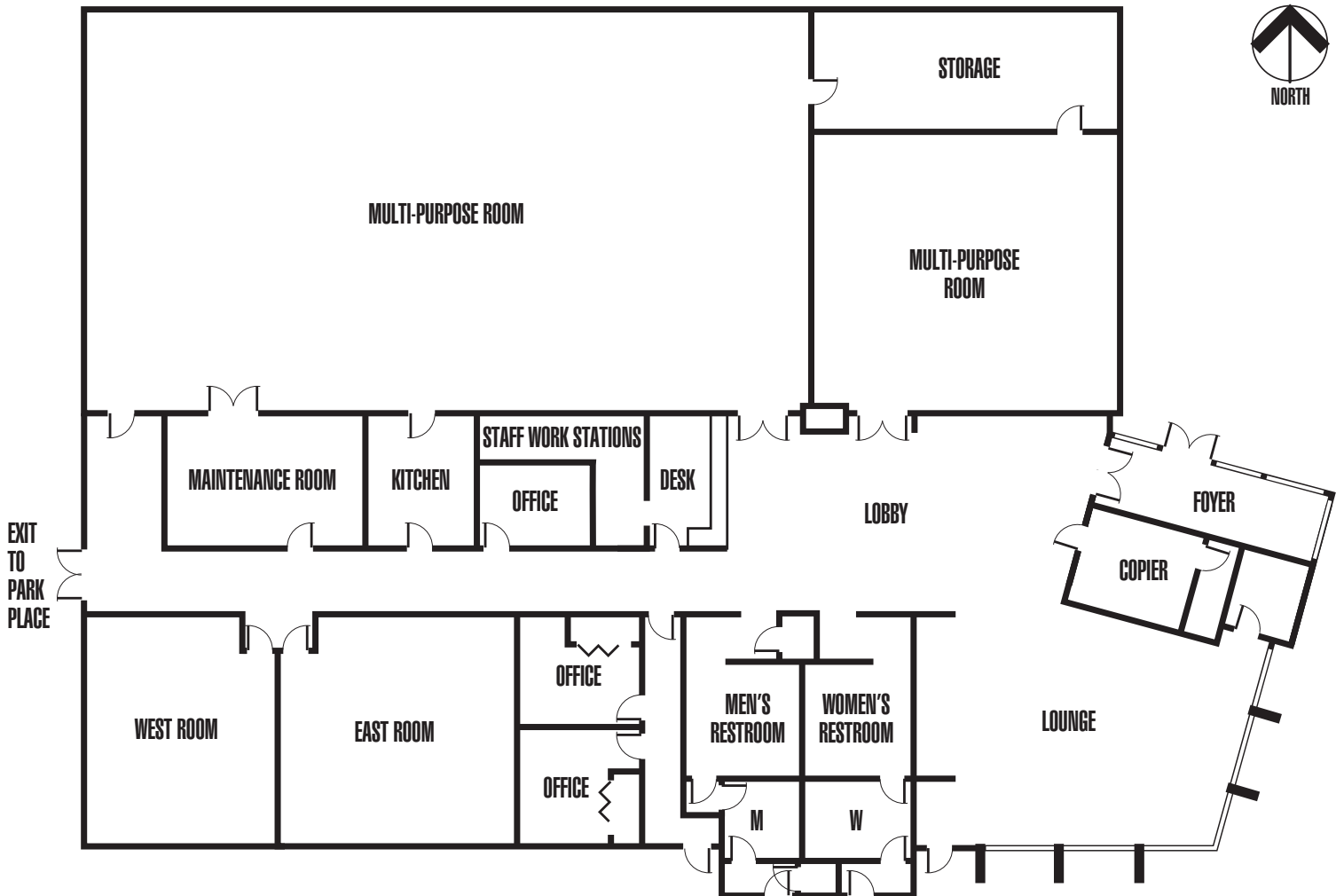
1. Empty wastebaskets and dispose of garbage in outside dumpster.
2. Damp clean and sanitize table tops, seats and backs of chairs, counter tops, sinks and walls, and all kitchen equipment: stove, refrigerator, microwave, popcorn machine, etc.
3. Empty all containers and disposals. Spot clean exterior of all containers.
4. Clean and sanitize drinking fountain.
5. Spot clean doors, frames, light switches, kick and push plates, handles, walls and interior glass.
6. Dust mop resilient and hard floors.
7. Damp mop resilient and hard floors.

B. Weekly

1. Damp clean pedestals or legs.
2. Low dust and high dust all horizontal surfaces.
3. Clean entire interior glass in partitions and doors.

BELVIDERE RECREATION CENTER

412 South Lewis Avenue • Waukegan, IL 60085



FLOOR PLAN

NO SCALE
8,850 SQUARE FEET

PROPOSED TASK SCHEDULE

HOWARD E. GANSTER POOL

JUNE 10 – AUGUST 19, 2017 - 7 DAYS PER WEEK IN SEASON (10 WEEKS)

Regular services -all areas

A. Daily

1. Empty wastebaskets, replace lines as needed.
2. Sweep all floors and remove debris.
3. Spray shower walls and floors with sanitizing and disinfectant solution and rinse.
4. Hose down locker room floors.
5. Squeegee all floors so as not to leave standing water or soap.
6. Wipe down locker fronts.
7. Sweep and mop entry.
8. Spot clean entry doors, office glass and locker room mirrors.
9. Damp wipe all counter tops in office, locker rooms and cashier counters.
10. Clean and sanitize sinks, toilets and urinals.
11. Refill all dispensers to normal limits - napkins, soap, tissue, towels and liners.
12. Vending room areas: sweep daily, empty trash containers, damp mop as needed.

B. General

1. Notify the Parks department (847-360-4725) if any vandalism or broken equipment is discovered.
2. Notify building contact of any irregularities (i.e., defective plumbing, unlocked doors, lights left on, inventory requirements and restroom supplies).
3. Turn off all lights except those to be left on, close windows and lock all doors.
4. Review/check communications log.

C. Weekly

1. Scrub shower room walls and floors with cleaning and sanitizing solution.
2. Scrub locker room floors with sanitizing solution and cleaner.
3. Power floor scrubber shall be used each week throughout entire building.
4. High dust all emergency and exit lighting.

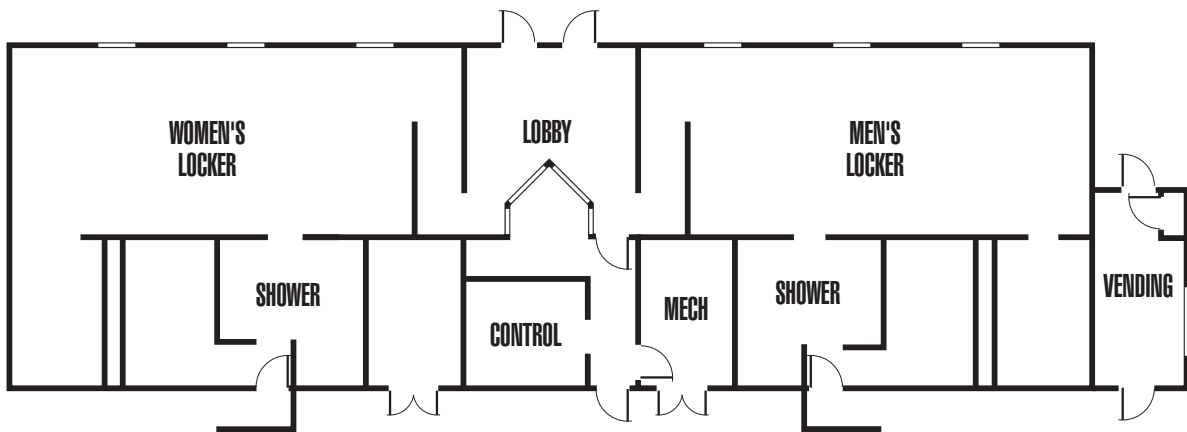
D. Monthly

1. Make a customer service visit.

WAUKEGAN PARK DISTRICT

HOWARD E. GANSTER POOL

416 South Lewis Avenue • Waukegan, IL 60085



BATHHOUSE



FLOOR PLAN

NO SCALE

IV. ALTERNATE PROPOSAL FORM

PRICE QUOTE FOR:

Providing an additional price for half day visits for Contractual Custodial Services for various days as outlined in the Request for Quote. Contractors must complete and submit this with the Proposal Form.

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

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 Custodial Services.

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

ADDITIONAL DAYS FOR CONTRACTUAL CUSTODIAL SERVICES AT BELVIDERE RECREATION CENTER FOR THE WAUKEGAN PARK DISTRICT: **(1/2 day visit means 1/2 of the main quote daily man hours will be provided with tasks assigned by the District's facility supervisor.)**

Provide price for one additional ½ day visit to BRC during the 13 week period. \$ _____

Provide additional ½ day visit price to BRC during the 39 week period.

Tuesday 1/2 day visit price \$ _____

Thursday 1/2 day visit price \$ _____

Sunday 1/2 day visit price \$ _____

(PLEASE PRINT)

Firm Name

Address

City State Zip

By: _____

Signature _____

Phone

Email

Title

Date

CONTRACTOR IS REQUIRED TO FURNISH THE WAUKEGAN PARK DISTRICT WITH A CERTIFICATE OF INSURANCE PRIOR TO START OF WORK WITH THE WAUKEGAN PARK DISTRICT LISTED AS ADDITIONALLY INSURED.

**V. CONTRACTUAL CUSTODIAL SERVICES
TO THE WAUKEGAN PARK DISTRICT**

QUALIFICATION FORM

BIDDER QUALIFICATION

Bidder Name

Address

Telephone Number / Email

Fax Number

Number of years in business under this name: _____

List three (3) clients from the past five (5) years which are similar in scope to the Contractual Custodial Services for the Waukegan Park District. Include client's name, cost and contact person with phone number.

Client Name _____

Description of Work _____

Project Cost _____ Contact Person _____ Phone Number _____

Client Name _____

Description of Work _____

Project Cost _____ Contact Person _____ Phone Number _____

Client Name _____

Description of Work _____

Project Cost _____ Contact Person _____ Phone Number _____

VI. SAMPLE AGREEMENT
CONTRACT FOR JANITORIAL SERVICES

This Contract, made this ____ Day of May, 20____, by and between the Waukegan Park District, an Illinois park district and unit of local government ("Park District") with its principal place of business at 2000 Belvidere Road, Waukegan, IL 60085, and _____, an Illinois limited liability company ("Contractor"), with its principal place of business at _____, _____, Illinois, collectively referred to as the "Parties" or individually as a "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: janitorial services, as indicated in the Project Manual dated _____, including the General Specifications, Summary of Work and Conditions, Site Floor Plan, and Supplies and Equipment Specifications included therein, all of which is attached to and incorporated as part of this Contract as **Exhibit A** ("Project Manual"); and the Contractor's proposal dated April 29, 2016, attached to and incorporated as part of this Contract as **Exhibit B** ("Contractor's Proposal"). The Project Manual and the Contractor's Proposal are hereinafter collectively referred to as the "Work". Contractor shall perform the Work at the Corrine J. Rose Administrative Center(RAC), Belvidere Recreation Center(BRC), and Howard E Ganster Pool, 2000 Belvidere Road, Waukegan, Illinois 60085 as specified in the Project Manual.

2. Contract Documents

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

3. Term

Unless earlier terminated as provided in paragraph 10 below, the term of this Contract shall commence June 1, 2017 and shall expire May 31, 2018.

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 the Project Manual. 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 Corrine J. Rose Administrative Center(RAC), Belvidere Recreation Center(BRC), and Howard E Ganster Pool. Contractor's performance of the Work is subject to inspection by the Park District in accordance with Section 6 of this Contract and otherwise in accordance with the Contract Documents.

Contractor will provide trained personnel, at least eighteen (18) years of age, 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's property. Contractor's Employees will wear uniforms for identification purposes at all times while on Park District property to perform the Work. Contractor shall conduct criminal background checks on each Contractor Employee and shall not knowingly employ any Contractor Employee as specified in the Project Manual. Contractor's Employees will be subject to the rules and regulations of the Park District.

Contractor shall provide a competent, English speaking on-site site supervisor for each Work location at all times when the Contractor is providing the Work. The name of each site supervisor shall be provided to the Park District in writing, complete with phone number for the Park District's use in the event of emergency situations. The Contractor's site supervisor shall be authorized to act on behalf of the Contractor and to supervise the Work in a manner that will comply with all requirements of the Contract Documents. Contractor shall at all times maintain such control over the activities of its employees to insure proper performance of the Work.

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 Contract, the following sums ("Contract Sum"):

Custodial Services	Corrine J. Rose Administrative Center (5 days/week/52 weeks)	Belvidere Recreation Center (6 days/Week/13 weeks) (3 Days/Week/39 Weeks)	Ganster Pool (7 Days/Week/10 Weeks)
1. Annual Cost	\$	\$	\$

The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) and as specified in the Project Manual. The rates for any additional work requested by the Park District in writing shall be in accordance with unit prices included in Contractor's Proposal.

6. Park District Representative/Inspection of the Work

The Park District shall designate an individual to inspect Contractor's performance of the Work. ("Park District's Designated Representative"). All material to be incorporated in the Work, and all labor, appliances, tools and methods used by the Contractor in the performance of the Work shall

be subject to the inspection and acceptance or rejection of the Park District Representative in accordance with the Contract Documents.

In the event the Work is not completed to the satisfaction of the Park District, the Contractor will be notified of the deficiency and given the option to correct the deficiency. If the Contractor is unwilling or unable to correct the deficiency to the Park District's satisfaction before the area of concern is used by the public (immediately in common areas and prior to the next scheduled use for all other rooms), the Park District will correct the deficiencies and shall deduct from payment then or thereafter due the Contractor, the cost of correcting such deficiencies at a cost of \$20.00/hr with a \$20.00 minimum. If the amount deducted by the Park District exceeds the payments then or thereafter due the Contractor, the Contractor shall pay the difference to the Park District.

7. Changes

Minor changes to the Work may be made upon approval of the Park District's Designated Representative. Any other changes must be submitted in writing to the Park District for review and approval. For purposes of this Agreement, a minor change shall mean any change that does not modify the Contract Sum, does not affect Contractor's time to perform the Work, or otherwise does not materially change the scope of Work.

8. Cleaning Up

The Contractor shall keep the Corrine J. Rose Administrative Center(RAC), Belvidere Recreation Center(BRC), Howard E Ganster Pool and surrounding area of each facility 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.

9. Safety of Persons and Property

- A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to
 - 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 Corrine J. Rose Administrative Center(RAC), Belvidere Recreation Center(BRC), and Howard E Ganster Pool, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss;

- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying users of the Corrine J. Rose Administrative Center(RAC), Belvidere Recreation Center(BRC), and Howard E Ganster Pool.
- D. When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall store all cleaning chemicals in their original containers, which shall be clearly marked; in no event shall the Contractor store any chemicals in unmarked bottles or jars.
- E. The Contractor shall promptly remedy damage and loss to the site of the Work caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

10. Termination

The Park District may terminate this Contract as follows:

- a. The Park District may, at any time, terminate the Contract in whole or in part for the Park District's convenience and without cause upon thirty (30) 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 Contract; (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 Owner is not satisfied with Contractor's performance of the Work, the Park District may terminate this Contract upon thirty (30) days prior written notice to Contractor. If Contractor otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within ten (10) 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 immediately terminate this Contract and enter into an agreement with another Contractor or Contractors to provide the Work. In the event of termination pursuant to this Paragraph 10.b., the 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 and shall pay the Park District promptly upon demand: i) the costs the Park District incurs in completing or remedying any work not properly performed by the Contractor; and ii) the increased cost to the Park District of obtaining services from the substitute Contractor(s), including, without limitation, the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees.

- 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 Contract 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 and/or services are completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the work and/or services, 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 Contract.

11. Insurance

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

A. Commercial General and Umbrella Liability Insurance

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

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

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

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

B. Business Auto and Umbrella Liability Insurance

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

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

C. Workers Compensation Insurance

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

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

D. General Insurance Provisions

1. Evidence of Insurance

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

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

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

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

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

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

5. Subcontractors

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

12. Indemnification

- A. 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 negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. 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 any party or person described in this Agreement.

- B. 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.
- C. "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.
- D. 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.

13. 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 Contract. The Contractor must provide Park District with a complete set of Occupational Safety and Health Administration Approved Safety Data Sheets of all chemicals which the Contractor uses at the Field House to complete the Work. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Contract.

14. Time

Time is of the essence for all matters concerning this Contract.

15. Notice

Any notice required to be given by this Contract 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 Kruger Drive
Waukegan, IL 60087
Fax: 847-244-7345
Phone: 847-360-4724
Attn: Scott MacLean

FOR THE CONTRACTOR:

16. Choice of Law and Venue

This Contract is governed by the laws of the State of Illinois. Any suit or action arising under this Contract shall be commenced in the Circuit Court of Lake County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action, against the Park District on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract. Contractor acknowledges that each provision of this Contract is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Contract is a material breach of the Contract and may be cause for immediate termination of this Contract. 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.

17. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including without limitation Contractor's Employees, or for any damage

to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to the Contractor's performance of the Work. The Park District is not liable for acts or omissions of the Contractor or any of the Contractor's Employees, Contractor's agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of the Contractor.

18. No Third Party Beneficiary

This Contract is entered into solely for the benefit of the contracting parties, and nothing in this Contract 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 Contract 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, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

19. No Waiver

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Contract 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 Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

20. 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 Contract; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

21. 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.

22. Entire Agreement

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

23. Headings

The headings for each paragraph of this Contract 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 Contract nor in any way affect this Contract.

24. Severability

The invalidity of any section, paragraph or subparagraph of this Contract shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable, such provision shall be deemed severable and the Contract 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:

Greg Petry, Executive Director

Attest:

By:

By:

Attest:

By:
