

**Foss Park District
North Chicago, Illinois**

**Proposal
Foss Park Tree & Brush Removal**

September 11, 2023

The Foss Park District, does hereby invite Proposals for Foss Park Tree & Brush Removal at Foss Park (1901 Foss Park Avenue, North Chicago) in the Foss Park District, North Chicago, Illinois 60064.

Address sealed Proposal to the attention of Kari Cowart and specify “Proposal Foss Park Tree & Brush Removal” on the envelope. Sealed Proposals will be received until 10:00 am on Monday, October 16, 2023 at 1730 Lewis Avenue, North Chicago, IL 60064. The Proposal Opening will be held in the lobby at 1730 Lewis Avenue North Chicago immediately following the Proposal submission on Monday, October 16, 2023. Proposals submitted after the deadline will be returned unopened. No oral, telephone, fax or email Proposals will be considered.

If Proposalss will be hand delivered before the due date, please deliver between 9am-4pm (Monday-Friday) to Community Recreation Center, 1730 Lewis Avenue, North Chicago, IL 60064.

Any questions regarding Proposal specifications may be answered by contacting Bob Winter, Superintendent of Grounds at bwinter@fossark-district.org or 847.456.7176.

Sincerely,

Kari Cowart, CPRP
Executive Director

Foss Park District Proposal Foss Park Tree & Brush Removal

Proposal packets submitted **MUST** provide all Documents as listed below to be considered. Any packets lacking a required Document will be returned to the Contractor with a rejection notice informing the Contractor of the incompleteness of the Proposal submittal.

The following documents (“Documents”) must be filled out completely and submitted with your Proposal:

- Bid Proposal Form must be filled out completely.
- Certificate of Compliance with 720 ILCS 5/33E-1 *et. seq.*, and 65 ILCS 5/11 -42.1-1
- Prevailing Wage Affidavit
- Sexual Harassment Policy Certification
- Drug-Free Work Place Certification
- Substance Abuse Prevention Certification
- Equal Employment Opportunities Form
- Contractors Acknowledgement
- References

Proposal published fosspark-district.org: Monday, September 11, 2023

Proposal published Lake County News Sun: Saturday, September 16 and 23, 2023

Mandatory onsite inspection: Friday, September 29, 2023 at 9:00 am

Proposal opening: Monday, October 16, 2023 at 10:00 am

Board approval/award: Wednesday, October 18, 2023

Commencement of work: paperwork shall begin immediately upon notification of award. Work may begin once permits are received from the City of North Chicago.

Note: This sheet must be completed and submitted with the Proposal

**Foss Park District
Foss Park Trees & Brush Removal
BID PROPOSAL FORM**

**FOSS PARK DISTRICT IS EXEMPT FROM ALL FEDERAL AND STATE TAX:
CONTRACTORS MUST QUOTE PRICES WHICH DO NOT INCLUDE SUCH TAX.**

The Successful Contractor shall provide, as a requirement of the Base Bid contract, tree & brush removal.

ACKNOWLEDGEMENT OF ADDENDA:

The undersigned Contractor acknowledges receipt of and use of the following Addenda in the preparation of this Proposal:

- A. Addendum No. 1, dated _____.
- B. Addendum No. 2, dated _____.
- C. Addendum No. 3, dated _____.
- D. Addendum No. 4, dated _____.

1. Bluff in Foss Park: Foss Park 1901 Foss Park Avenue, North Chicago, IL 60064

Removal of trees & brush along bluff line of Foss Park Beach on Lake Michigan. The area is approximately 300 feet long (north to south) and 40 feet deep (east to west). Google map attached outlining area. Area needs to be cleared of all trees, brush, scrubs, shrubs, etc. leaving a level ground – area does not need to be graded.

2. <u>BASE Bid:</u>	<u>Amount</u>
<i>Removal of trees & brush (described in item 1)</i>	\$ _____
<u>Total Bid Amount</u>	\$ _____

In compliance with the invitation for proposals, specifications, and subject to all the conditions thereof, the undersigned offers, and agrees, if this Bid is accepted within 60 days from the date of the opening, to furnish all labor, materials and services necessary to complete the work in accordance with the Proposal documents upon which price is quoted, at the Bid Amount.

Contractor's Name (Please Print) _____

Contractor's Signature: _____ **Date** _____

Note: This sheet must be completed and submitted with the Proposal

CERTIFICATE OF COMPLIANCE
720 ILCS 5/33E-1 *et. seq.*, and 65 ILCS 5/11 -42.1-1
FOSS PARK DISTRICT
FOSS PARK TREE AND BRUSH REMOVAL

_____, the CONTRACTOR hereby certifies that said CONTRACTOR is not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision of the 720 ILCS 5/33E-1 *et. seq.* (bid-rigging, bid rotation), and that no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11 -42.1-1.

CONTRACTOR:

By: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE
ME THIS ____ DAY OF _____, 2023

Notary Public

Note: This sheet must be completed and submitted with the Proposal

PREVAILING WAGE AFFIDAVIT
FOSS PARK DISTRICT
FOSS PARK TREE AND BRUSH REMOVAL

I, _____ on oath hereby state and certify that, pursuant to a contract with the Foss Park District for Tree and Brush Removal, have complied and will comply with all laws, including those relating to the employment of labor and the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the contract or perform such work, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for Lake County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker or mechanic needed to execute the aforesaid contract or to perform such work. I further certify, on oath, that _____ (name of CONTRACTOR) has also complied and will comply with all record keeping requirements established in the Prevailing Wage Act (820 ILCS 130/0.01, *et seq*).

CONTRACTOR:

By: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE
ME THIS ____ DAY OF _____, 2023

NOTARY PUBLIC

Note: This sheet must be completed and submitted with the Proposal

SEXUAL HARASSMENT POLICY CERTIFICATION
FOSS PARK DISTRICT
FOSS PARK TREE AND BRUSH REMOVAL

The undersigned, on behalf of the entity making this proposal or bid, certifies that a written sexual harassment policy is in place, pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 A.

This Act has been amended to provide that every party to a public contract must have a written sexual harassment policy that includes, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment, under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal complaint process including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE CONTRACTOR TO RECEIVE PAYMENT UNDER AND AWARD MADE UNDER THE TERMS AND PROVISION OF THIS BID.

PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

Note: This sheet must be completed and submitted with the Proposal

DRUG-FREE WORKPLACE CERTIFICATION
FOSS PARK DISTRICT
FOSS PARK TREE AND BRUSH REMOVAL
*** * * ***

The Contractor acknowledges its obligations under the Illinois Drug-Free Workplace Act and certifies it will provide a drug-free workplace by:

- 1) Publishing a statement:
 - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace.
 - b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - c) Notify the employee that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of this statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- 2) Establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace.
 - b) The contractor's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 4) Notifying the Owner within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction as provided in 30ILCS 580/3(d).
- 5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by, any employee who is so convicted, as required by Section 5 of the Illinois Drug Free Workplace Act.
- 6) Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment and rehabilitation is required and indicating an effectively trained counseling and referral team is in place.
- 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of requirements of Section 3 of the Illinois Drug Free Workplace Act.

Individually and on behalf of Contractor

Subscribed and sworn to before me
this _____ day of
_____, 2023.

Notary Public
My commission expires: _____.

SUBSTANCE ABUSE PREVENTION CERTIFICATE
(820 ILCS 265/1, et seq.)
FOSS PARK DISTRICT
FOSS PARK TREE AND BRUSH REMOVAL

I, _____ (name of signatory), on oath hereby states and certifies that _____ (name of CONTRACTOR), pursuant to the Proposal submitted to Foss Park District for Foss Tree and Brush Removal has complied and will comply with all laws relating to provision of a written program for prevention of substance abuse among employees and testing of employees for substance abuse, as provided in 820 ILCS 265/1, *et seq.*

CONTRACTOR:

By: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE
ME THIS ____ DAY OF _____, 2023

NOTARY PUBLIC

EQUAL EMPLOYMENT OPPORTUNITY
GENERAL POLICIES OF EMPLOYMENT
FOSS PARK DISTRICT
FOSS PARK TREE AND BRUSH REMOVAL

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR also agrees that all of the CONTRACTOR'S employees are authorized to work in the United States.

CONTRACTOR shall take affirmative action to ensure that all applicants are employed, and that employees are equally treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not to be limited to the following:

1. Employment, upgrading, demotion and transfer.
2. Recruitment or recruitment advertising.
3. Layoff or termination.
4. Rates of pay or other forms of compensation.
5. Selection for training including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

CONTRACTOR shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

Comply with all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

**Foss Park District
Foss Park Tree & Brush Removal**

INSTRUCTIONS TO CONTRACTORS

Owner: Foss Park District
1730 Lewis Avenue
North Chicago, Illinois 60064
847.689.7480

Project Location: Foss Park, 1901 Foss Park Avenue, North Chicago, IL – area is the bluff on east side of park.

Project: The scope of work involves the Contractor to provide, as a requirement of the Base Bid contract removal and disposal of trees and brush from bluff. All Contractors are required to register with the City of North Chicago and obtain any necessary permits. Interested contractors must attend mandatory meeting at location on Friday, September 29, 2023 at 9 am.

Preparation of Proposal:

Each Proposal shall be submitted on the Bid Proposal Form furnished in these documents. All Proposals must be written in black ink or typewritten, and signed with the legal signature of the Contractor, enclosed in an envelope, sealed and clearly marked showing the Proposal identification, and date and time of opening in the lower left-hand corner. The envelope must also contain the name and address of the Contractor. The Contractor must ensure that the "sealed Proposal" envelope is properly identified. Foss Park District will not be responsible for the premature opening of Proposal/Bid envelopes that are not properly marked. Any Proposal opened prior to the scheduled Proposal/Bid opening due to the Contractor's failure to properly mark the envelope in accordance with this section shall be deemed non-responsive and will not be considered.

Examination:

Each Contractor shall first examine the Specifications, taking into consideration all such conditions that may affect this work. A submission of a proposal implies that this examination has been made. Each Contractor shall examine each and every part of these Specifications in order to comply with all requirements.

Omissions and Discrepancies:

Should a Contractor find discrepancies in, or omissions from, contract documents, the Contractor should at once notify Kari Cowart, Executive Director, who, in her discretion, may send a written instruction to all Contractors. If a mistake in these documents is discovered after the Bid opening, Foss Park District will be the sole judge of whether the mistake requires the submission of new Proposals. This decision shall be final and not subject to recourse. Errors and omissions by Contractors on the Bid Proposal Form cannot be corrected after the Bid opening. The Bid will be rejected if the error or omission on the Bid Proposal Form results in a material defect. Mere computational errors on the Bid Proposal Form, however, will be corrected by the Foss Park District and computational errors will also be confirmed with Contractor before Bid is awarded.

Bid Opening:

All Proposals are due no later than **10:00 am, Monday, October 16, 2023** at the Community Recreation Center, Attention: Kari Cowart, 1730 Lewis Avenue, North Chicago, IL 60064. Proposals shall be submitted in sealed envelopes, plainly marked **"Foss Park Tree & Brush Removal Bid Opening, Monday, October 16, 2023 at 10:00 am."**

If Proposals will be hand delivered before the due date, please deliver between 9am-4pm (Monday-Friday) to Community Recreation Center, 1730 Lewis Avenue, North Chicago, IL 60064.

Taxes:

Foss Park District is not subject to Federal Excise Tax, Illinois Retailers Occupation Tax and Use Tax.

Non-Barred Bidding:

All Contractors must complete, execute and return with their Proposal the Contractor's Certification attached hereto, certifying that such Contractor is not barred from contracting with any unit of local government by virtue of having been convicted of Bid-rigging or Bid-rotating. A similar certification will be required of the successful Contractor at the time of contract execution.

Addenda and Interpretation:

All interpretations and requests for interpretations of the Proposal Documents must be made in writing. Any addenda shall become part of the Contract Documents.

Acceptance or Rejection of RFPs:

Foss Park District reserves the right to reject any or all Proposals/Bids and/or waive any non-material informalities and/or technicalities in the Proposals/Bids received.

Proposals will be awarded to the lowest responsive and responsible bidder on the total of all work items in the Base Bid, or in any combination of Base Bid and alternates that Foss Park District deems, in its sole discretion, to be in its best interests. Whether a Contractor is responsible will be determined using all submitted information, all publicly available information, references, demonstrated experience, and service reputation.

The Foss Park District reserves the right to accept in whole or in part, to reject and/or to separate any or all Proposals or adjust estimated quantities in order to meet its needs consistent with its budgetary constraints, if any.

All documents and signatures called for in these specifications must be included with the Proposal to constitute a valid Proposal/Bid, namely: 1) Bid Proposal Form; 2) Certificate of Compliance with 720 ILCS 5/33E-1 *et. seq.*, and 65 ILCS 5/11 -42.1-1; 3) Sexual Harassment Certification; 4) Drug-Free Workplace Certificate; 5) Substance Abuse Prevention Certification; 6) Equal Employment Opportunity Form; 7) Contractors Acknowledgement; and 8) Reference Sheet.

Contract:

The Contractor to whom the project is awarded is required to enter into a contract, with Foss Park District, substantially in the same form as the Contract contained in these Proposal Documents. Subcontracting is prohibited.

Illinois Human Rights Act:

All successful Contractors must comply with the provisions of the Illinois Human Rights Act (Act) dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The contract with the successful Contractor will provide for this requirement. The statutory provisions setting forth what such policies shall include as a minimum under the Act are on file with the District and available to the Contractor upon request.

Non-Discrimination Clauses / Equal Opportunity:

During the performance of the contract, the Contractor agrees as follows: In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Equal Opportunity Clause.

Fair Employment:

Contractor's signature on the Bid Proposal Form will be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are herein incorporated by reference and become a part of this Proposal and Specifications.

Site Protection:

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

Damage to Other Work:

Should the Contractor, his agents or his works, or any of his subcontractors or material cause damage to Foss Park District, or to the work or materials of other contractors or person, the damage shall be the sole responsibility of the Contractor. The repairs and replacing of damaged work shall be under the direction of Foss Park District, and the cost of same shall be the responsibility of the Contractor causing the damage.

Standards:

The work hereunder shall be done in a thorough, workmanlike manner. The successful Contractor shall be required to enter into an Independent Contractor Agreement generally in the form provided herewith.

Payment:

Terms for payment are as follows: **Payments shall be no more frequently than monthly, and the Illinois Prompt Payment Act shall govern all payment obligations.**

Invoices shall be typed and sent to Foss Park District containing the following information:

1. The name, address and phone number of the Contractor;
2. Any payment discount terms offered;
3. Invoice number (payment will not be made from a statement);
4. An itemization of all labor and materials provided.
5. Completed W-9 form.

Permits and Laws:

The Contractor shall be responsible for obtaining any and all City of North Chicago, IL and the City of North Chicago, IL (and/or other, if applicable) permits, licenses, bonds or other permits that may be required. The Contractor shall at all times observe and comply with all Federal, State and Local laws, regulations and ordinance which, in any manner, affect the conduct of his 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 no way extend to or expose the Foss Park District from any and all such complaints, claims or actions. Before beginning work the Contractor shall obtain from the proper officers

all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Guarantee:

The Contractor warrants to Foss Park District that the labor, materials and manner of performing the work furnished under the Contract will be of good quality and new unless otherwise required or permitted under the Specifications, that the work and materials will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Specifications. Work and materials not conforming to the Specifications, including substitutions not properly approved and authorized, may be considered defective and will be rejected by Foss Park District. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

All labor provided under this Proposal and any contract arising there from is guaranteed against any defect due to faulty workmanship for a period of one (1) year after performance of the labor in question. Any such defects must be corrected, either through repair or replacement, at the expense of the Contractor. Contractor must provide Foss Park District with two (2) copies of any manufacturer's warranty or guarantee information. If necessary, the Contractor will assign all manufacturers' warranties to Foss Park District.

Foss Park District's Right to Terminate Contract:

If the Contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he shall fail to perform the work in a manner that is satisfactory to Foss Park District, or if he should fail to make prompt payment to Subcontractors, or for material or labor or persistently disregard laws, ordinances, or the instructions of the Foss Park District, or otherwise be guilty of a substantial violation of any provision of the contract, the Foss Park District then, may without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Foss Park District.

Contractor Performance:

The general conditions of this contract shall together constitute the contract. The Contractor shall furnish all labor, equipment, and materials necessary to perform the services provided under this contract. The Contractor will provide all proper safeguards and shall assume all risks incurred in performing its services hereunder. The Contractor will pay all salaries and expenses of, and all federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to their employees, and will carry Workmen's Compensation Insurance for its employees. The Contractor will be considered for all purposes hereunder independent, and it will not at any time directly or indirectly act as an agent, servant or employee of the Foss Park District, or make any commitments or incur any liabilities on behalf of the Foss Park District without its express written consent.

Insurance:

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

A. Commercial General and Umbrella Liability Insurance

Contract shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 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 a substitute form providing 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).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing 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 Owner.

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 \$1,000,000 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 equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage 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 state 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 Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner 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 Foss Park District with a certificate(s) of insurance and applicable policy endorsement(s), naming the Foss Park District as an additional insured and executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to Foss Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Foss Park District shall be by certified mail, return receipt requested.

Failure of Foss Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Foss 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.

Foss 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 Foss Park District.

Failure to maintain the required insurance may result in termination of this Contract at Foss 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 Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Foss 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 Owner 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 insured's 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 Foss Park District. At the option of Foss Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Foss 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.

D. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify the Foss Park District, its officers, commissioners, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of a tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or 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, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly indemnify Foss Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

Pollution Control:

The Contractor shall be responsible for maintaining adequate dust, noise or other control levels as required by governing pollution control agencies.

Inspection of Materials/Equipment:

Foss Park District shall have a right to inspect any materials or equipment to be used in carrying out this contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment; components or completed work finished under this contract up to the time of final acceptance by Foss Park District. Materials, equipment, components or completed work not complying therewith may be rejected by Foss Park District and shall be replaced by the Contractor at no cost to Foss Park District.

Any materials, equipment of components so rejected shall be removed within a reasonable time from the premises of Foss Park District at the entire expense of the Contractor.

Parking and Traffic:

Parking of construction vehicles on the site by the Contractor shall not inhibit construction nor prevent access for emergency or other official vehicles. Parking of private vehicles on the site by the Contractor is prohibited unless said vehicle is necessary in the execution of the Contract. No construction vehicles shall be parked near or under any existing vegetation on the site.

Construction traffic and staging shall be permitted only within construction limits as indicated on plan. The Contractor is responsible for repair of any areas disturbed outside of this area, including grading and sodding. No staging will be permitted on the existing asphalt.

Cleanup:

The Contractor shall walk the site at the close of every work day to assure it is either free of waste material and rubbish, or the waste material and rubbish is secured in a container that is inaccessible to park patrons.

Foss Park District
Foss Park Tree & Brush Removal Proposal

SPECIFICATIONS

Attached you will find the Specifications, please read and study all the other contractor guidelines outlined herein. **Bid Proposal packets submitted MUST provide all materials as specified to be considered. Any packets lacking a requirement will be returned to the Contractor with a rejection notice informing that contractor of the incompleteness of the packet.**

1. The Foss Park Tree & Brush Removal Proposal is for one (1) project.
2. **Service Requirements:**
High quality craftsmanship will be expected in all phases of work. Any elements found unacceptable and not in compliance with the Contract Documents will be removed and replaced by the Contractor until satisfactory results are obtained.
 - a. Any vandalism, storm damage to the park areas or to any of the trees, shrubs, play equipment, park equipment, or objects located in the park area shall be reported to Foss Park District as soon as possible by the Contractor. Contact person for reporting these issues is Bob Winter at 847.456.7176 or bwinter@fosspark-district.org.
 - b. All trees and brush indicated during the mandatory onsite meeting on September 29, 2023 at 9 am.
 - c. Foss Park District shall notify the Contractor by written email when failures to perform the above stated duties are noted and Contractor shall respond back via email acknowledging receipt. If after written 48 hour notice the Contractor fails to perform any of the above stated duties, Foss Park District shall have the right to perform said work and back charge the Contractor for performing the work or withhold the appropriate portion of payment for that location. The rate for remedial work shall be no less than \$50.00 per man hour to cover the cost of Foss Park District labor and equipment.
3. Foss Park District reserves the right to accept or reject any or all Proposals in its discretion without disclosure of reason.
4. Foss Park District is exempt from all Federal and State tax. Contractors must quote prices, which do not include such tax.
5. Questions on the Proposal, please contact Bob Winter, Superintendent of Grounds at bwinter@fosspark-district.org or 847.689-7496.

Note: This sheet must be completed and submitted with the Proposal

**Foss Park District
Foss Park Tree & Brush Removal Proposal**

Contractor's Acknowledgement

Contractor's Name _____
Contact Person _____
Mailing Address _____
City, State, Zip _____
Email Address _____
Telephone Number () _____
Fax Number () _____

The undersigned acknowledges the following:

- A. Examination of the Proposal documents.
- B. The number and amount of other contracts and awards pending which I am or will become obligated to perform, now and during the course of my work on this project, will not interfere with or hinder the timely prosecution of my work.

Contractor's Signature

Note: This sheet must be completed and submitted with the Proposal.

**Foss Park District
Foss Park Tree & Brush Removal Proposal**

Contractor's Name _____

REFERENCES

Organization _____

Mailing Address _____

City, State Zip _____

Telephone Number () _____

Fax Number () _____

Length of Association _____

Organization _____

Mailing Address _____

City, State Zip _____

Telephone Number () _____

Fax Number () _____

Length of Association _____

Organization _____

Mailing Address _____

City, State Zip _____

Telephone Number () _____

Fax Number () _____

Length of Association _____

Organization _____

Mailing Address _____

City, State Zip _____

Telephone Number () _____

Fax Number () _____

Length of Association _____

Foss Park District Environmental Practices

The Foss Park District recognizes the irreplaceable value of a healthful environment for our patrons and is committed to protecting the environment while meeting the recreational needs of the community.

We will operate in compliance with all applicable environmental laws and regulations and strive to exceed the minimal legal obligations for environmentally sound practices.

We will consistently encourage environmentally responsible procedures of our employees and continually improve our environmental performance.

We will continuously promote environmental awareness and model “best practices” in environmental responsibility to the public we serve.

We will plan and budget with protecting the environment as a core value to minimize curtailing of environmentally sound decisions due to budgetary constraints.

We will:

- Purchase and use products which minimize negative environmental impacts, as much as possible with consideration of sanitation requirements and budgets.
- Implement ways to conserve and protect water and soil, enhance air quality, limit pollutants and protect plant and animal life.
- Implement ways to conserve energy resources and actively seek methods of applying alternative energy technologies.
- Reduce waste and reuse and recycle materials from facility and park operations and encourage others who use our facilities and parks to do the same.
- Handle hazardous and other wastes according to lawful and safe procedures.
- Protect and restore indigenous natural areas on Park District property and actively promote the reclamation, acquisition, preservation and management of other open space areas by the Park District and other local governing bodies.
- Provide education and experiential opportunities for the public that increase appreciation for the natural world and promote environmentally conscious lifestyles, including selective consumption, recycling and low-impact use of natural resources.

SAMPLE CONTRACT

INDEPENDENT CONTRACTORS AGREEMENT

THIS AGREEMENT entered into by and between _____ (hereafter the “Contractor”) and Foss Park District (hereafter “Park District”).

WHEREAS, Contractor will be performing services and work for the Park District from time to time as ordered and directed by the Park District; and

WHEREAS, the Proposal Specifications and the Contractor’s response thereto (“Contract Documents”) which are attached hereto, as executed and/or amended by the Parties, contain the terms of the engagement of the Contractor by the Park District and are hereby incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, the Substance Abuse Prevention on Public Works Projects Act, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Park District and shall indemnify the Park District and its officers, officials, employees, engineers, consultants, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney’s and paralegal’s fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor’s work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or 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. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Park District would otherwise have. The Contractor shall similarly indemnify the Park District, its officers, officials, employees, engineers, consultants, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor’s breach of any of its obligations under, or Contractor’s default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers’ Compensation or Disability Benefit Acts or Employee Benefit Acts.
3. To keep in force, to the satisfaction of the Park District, at all times during the performance of any work referred to above, Workers Compensation and Employer’s Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance as provided in the Proposal Specifications.

4. All policies of insurance purchased or maintained in fulfillment hereof shall contain policy endorsements evidencing or verifying the insurance coverage required herein and the Contractor shall provide the policy or Certificates of Insurance evidencing the coverages and the addition of the Park District as an insured. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$10,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of Park District to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of 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 Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Park District. Upon request, the Contract will provide copies of any or all policies of insurance maintained in fulfillment hereof.
5. Nothing contained in the insurance requirements of the Contract Documents or this Agreement are to be construed as limiting the liability of the Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.
6. Contractor shall furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law or as otherwise reasonably required by the Park District.
7. To the extent that the Prevailing Wage Act applies, the Contractor shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Foss Park District. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, including certified payroll. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Foss Park District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Foss Park District agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

The Contractor is advised that the Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

8. If required by law, the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents and this Agreement, and the Labor and Material Payment Bond shall be in an

amount equal to 100% of the full amount of the Contract Sum as security for the payment of all person performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, shall be issued by a surety satisfactory to the Park District, and shall name the Park District as a primary co-obligee. The cost of the bonds is to be included in the RFP Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of this Agreement. The failure of the Contractor to enter into a Contract and supply the required Bonds within ten (10) days after the notice of award of contract or within such extended period as the Park District may grant if the forms do not meet its approval shall constitute a default, the Park District may either award the Contract to the next responsible, responsive Contractor or re-advertise for Proposals. A charge against the defaulting Contractor may be made for the difference between the amount of the Proposal and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Proposal guarantee.

9. At the time of any request for payment, Contractor shall submit all waivers of lien or partial waivers of lien on standard forms prescribed by Chicago Title or as otherwise required by the Park District.
10. Contractor agrees to maintain all records and documents for the projects referenced in the Contract Documents in compliance with the Freedom of Information Act, 5 ILCS 140/1, et seq. In addition, Contractor shall produce, without cost to the Park District, records which are responsive to a request received by the Park District under the Freedom of Information Act so that the Park District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Park District and if possible, the Park District shall request an extension so as to comply with the Act. In the event that the Park District is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Park District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.
11. All recitals to this Agreement are incorporated by this reference. In the event of a conflict between the terms of this Agreement and the Contract Documents, the terms of this Agreement shall govern unless the Contract Documents require higher amounts of insurance coverage than is required herein.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the Park District, it being specifically agreed that the Contractor bears the relationship of an Independent Contractor to the Park District.

This Agreement shall be in full force and effect from the _____ day of _____, 20____ until such time as it is terminated by the Park District.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this _____ day of _____, 20____.

FOSS PARK DISTRICT

CONTRACTOR _____

Signature

Signature

Its: _____

Its: _____



ATTACHMENT A