

SEPTEMBER 7, 2018

Vernon Hills Park District

Century Park Arboretum Island Tree Removal Project 2018

Project Manual/Bid Specifications

Table of Contents

Advertisement for Bid.....	2
Project Manual/ Bid Specifications.....	3
Instructions to Bidders.....	5
Scope of Work.....	12
Bid Form	15
Unsatisfactory Clause.....	16
Certifications.....	17
General Conditions.....	20
Insurance Requirements.....	21
Contractor Compliance.....	26
Execution, Correlation, Intent and Interpretations	30
Payment and Completion.....	32
Substance Abuse Prevention Program Certification.....	34
Policy Prohibiting Harassment in the Workplace.....	40

ADVERTISEMENT FOR BID

September 7th, 2018

Project Name: Century Park Arboretum Island Tree Removal Project (the “Project”)

The Vernon Hills Park District (the “District,” “Park District” or “Owner”) will receive sealed bids for the above referenced Project until 10:00AM., Wednesday October 10th, 2018, at the Vernon Hills Park District office, 635 North Aspen Drive, Vernon Hills, Illinois 60061, and thereafter will be publicly opened and read aloud.

Each bid must be placed in a sealed opaque envelope and shall be clearly marked "**Sealed Bid – Century Park Arboretum Island Tree Removal Project**" and addressed and delivered to the Vernon Hills Park District, Attn: Rick Krocza – Parks Foreman, 635 North Aspen Drive, Vernon Hills, Illinois 60061.

Bid Documents may be obtained from the Vernon Hills Park District’s website, <http://www.vhparkdistrict.org/bids/> . For more information, contact Rick Krocza, Parks Foreman at 847-996-6831.

A Pre-Bid meeting will be held at the Vernon Hills Park District, Sullivan Community Center on September 19th, 2018 at 10:00AM. Although this meeting is not mandatory, attendance is **strongly encouraged**. This meeting will be used to review the Specifications/Scope of Work and give any Bidders the opportunity to discuss any concerns with the Owner.

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

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District’s tax exemption number shall only be used by the successful Bidder for the Work of this Project. After the bid opening, no bid may be withdrawn and all bids shall remain firm for sixty (60) days.

The Work of this Project is not subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Lake County. .

PROJECT MANUAL/BID SPECIFICATIONS

Project Title: Century Park Arboretum Island Tree Removal Project 2018, Vernon Hills Park District

Job Site/Delivery Century Park Arboretum

Address: 1002 Lakeview Parkway, Vernon Hills, Illinois 60061

Owner: Vernon Hills Park District
635 North Aspen Drive
Vernon Hills, Illinois 60061

Owner's Rep: Rick Krocza, Parks Foreman 847-996-6831

Bid Documents: Plans and/or specifications are available online
<http://www.vhparkdistrict.org/bids/>

Pre-Bid Meeting **September 19th, 2018 at 10:00AM**
635 North Aspen Drive
Vernon Hills, Illinois 60061

Bid Due Date: **Bids will be received until 10:00AM., October 10th, 2018**

Location: 635 North Aspen Drive
Vernon Hills, Illinois 60061
847-996-6930

Bids will be publicly opened and read aloud at that time.

Date of Specifications: **October 10th, 2018 – 10:00AM**

The CONTRACTOR(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

The Vernon Hills Park District is an Equal Opportunity Employer and encourages minority business firms to submit bids on the approved Project and encourages the successful CONTRACTOR(s) to utilize minority businesses as sub-CONTRACTORS for supplies, equipment, services and construction.

Dated at the Vernon Hills Park District, Vernon Hills, Illinois, _____, 2018

By _____

Jeff Fougerousse, Executive Director

INSTRUCTIONS TO BIDDERS

DATE: September 7th, 2018

BID REQUEST: Century Park Arboretum Island Tree Removal Project (the "Project")

Sealed bids will be accepted until 10:00AM on October 10th, 2018 and immediately thereafter, publicly opened and read aloud at Vernon Hills Park District, 635 North Aspen Drive, Vernon Hills, IL 60061. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids regardless of when post marked. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Vernon Hills Park District Board of Park Commissioners at a regularly scheduled meeting.

1. Preparation and Submission of Bid Proposal

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

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

Bidders shall return all Bid Documents, including Drawings and Specifications with the bid, and **no sheets shall be detached from any part of the Bid Documents.**

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

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

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

2. Requirement of Bidders

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

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

- On a separate sheet, list all tree removal projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.
- On a separate sheet, list all tree removal projects your organization has completed in the past two years, which are comparable in scope, giving the name of the project, project description, project address, owner, and telephone number. Also, provide the original contract amount, the final contract amount, the substantial and final completion dates provided for in the contract and the actual dates of substantial and final completion. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase. Where the actual dates of substantial and/or final completion differ from those dates as included in the contract at time of execution by both parties, explain the reason for the delay in the substantial and/or final completion of the Work.
- On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

- On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.
- On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If this is a construction contract, also provide the name, address, and telephone number of the architect and, if applicable, also the construction manager or Owner's representative.

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

3. Examination of Site, Drawings, Specifications

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself/herself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he / she shall deem necessary so that he/she may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including but not limited to the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and the Parks Foreman and written clarification requested prior to submission of a bid.

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

4. Acceptance or Rejection of Bids

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

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

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

5. Withdrawal of Bid

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

6. Award, Acceptance and Contract

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

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

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications/ Scope of Work, CONTRACTOR Bid Form, Addenda, if any, CONTRACTORs Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement between Owner and CONTRACTOR AIA Document A101-2007, as modified by the Park District and included in these Bid Documents, and proof of insurance comprise the Contract Documents.

7. Interpretation of the Contract Documents

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

the Park District and/or Architect and for the amount bid by the CONTRACTOR. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

8. Addenda

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by e-mail or through availability via Dropbox on the District website, to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

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

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

9. Substitutions during Bidding

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

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

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

including but not limited to proper performance of all components of the Work and suitability for the uses specified. Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

Scope of Work

The complete removal of all Pine trees, Ash trees, Russian Olive trees and dead Locust trees including all their underbrush from the island in the middle of Little Bear Lake in Century Park Arboretum. The bidder shall furnish all labor, supervision, supplies, tools, equipment and other means necessary for performing and completing the work. The bidder shall be responsible for the cleaning up of the job site and shall repair or restore all structures, turf and property that may be damaged or disturbed during performance of the work to the satisfaction of the Park District.

A. Commencement and Completion of Work

Project is to commence anytime after October 31st, 2018 and be completed by November 30th, 2018.

B. Location of Tree Removal Work

The island in the center of Little Bear Lake located in the southern portion of Century Park Arboretum. The island is accessible by 1 of 2 bridges; the southern bridge will be closed due to a construction project taking place in the southern portion of the park, the northern bridge will be the only access to the island.

C. Island Access Restrictions and Considerations

The north bridge access point has a 5 ton weight limit, therefore equipment and equipment loads are not to exceed 5 tons. The bridge's wooden planking is to be covered with CONTRACTOR supplied 5/8" plywood or like material to reduce wear and tear and damage to wooden planks. CONTRACTOR is responsible for supplying, fastening, and removal of plywood as well as caulking screw holes following removal. Any damage to the bridge from contact with CONTRACTOR equipment will be the responsibility of the CONTRACTOR to repair to the satisfaction of the Park District.

D. Staging Area – Parking Lot

The parking lot to the east of the island is to be used as a staging area by the CONTRACTOR for stored equipment, logs & wood chips. The parking lot will be fenced off by the Park District, CONTRACTOR will keep work site locked and secured when CONTRACTOR is not on site. While CONTRACTOR is on site security of the staging area from public access is the responsibility of the CONTRACTOR. The park district will provide barricades for the road entrance off Lakeview Parkway, CONTRACTOR is responsible for moving barricades when entering and leaving the park and setting them back into place to prevent unauthorized access by the public.

Stored chips and logs are to not exceed the storage capacity of the parking lot and should be regularly hauled out to prevent damage to asphalt due to excessive weight or the spilling out of wood chips through the fencing. Asphalt road and pathways to be kept clean from chips, saw dust, branches, dirt and mud before the end of the working day.

E. Safety

The CONTRACTOR will at all times conduct the tree removal and related operations in a safe and responsible manner. The CONTRACTOR shall comply fully with the ANSIS Z-133.1-2000 standards and take whatever other steps may be necessary to operate safely.

Misc. Details

1. Pathway Traffic Control / Pedestrian Protection

One employee is to be staged on the pathway from the staging area to the island at all times to protect public pedestrians from harm from CONTRACTOR's flow of equipment. The public will have right of way when walking, jogging, or riding the pathway past the areas near the project site. It is the CONTRACTOR's responsibility to keep the public out of the work site and clear of the flow of CONTRACTOR's equipment and vehicles.

2. Hours of Operations

No work or equipment noise is to occur prior to 7:00AM, all work and clean up to be completed by sundown. Work may be conducted Monday through Saturday, no work to occur on Sundays.

3. Methods of Materials Removal from Island

CONTRACTOR to supply a written plan for how they will safely execute the project including how they will prevent exceeding the bridge weight limit. Due to the restrictions imposed by the weight limit of the bridge the Park District is open to various methods for the moving of logs and chips from the island to the staging area so long as they do not exceed the weight limit of the bridge, cause damage to the bridge, cause damage to the shoreline, cause damage to the asphalt paths leading to the island or on the island, cause damage to the trees to remain, cause damage to any structures leading to the island or on the island, cause damage to light poles within the park, or cause damage to benches and kiosks.

4. Arborist Certification

There shall be at least one "Certified Arborist" or "Certified Tree Worker" as recognized by the International Society of Arboriculture on the job site at all time.

5. Fuel / Oil

Spilling gasoline and oil kills the grass. If any spill should occur the CONTRACTOR shall immediately commence the appropriate clean up in conformance with any and all applicable regulations. The CONTRACTOR shall be responsible for all costs associated with such a clean-up and restoration and/or reimbursement for any damages that may occur.

6. Complete Tree Removal

Following removal of tree trunks, the stump, root flare, surface roots within 3 feet of stump and all basal sprouts are to be ground to a minimum depth of (6) inches below the normal soil surface level. All grindings to be removed from the site, backfill to consist of clean top soil, hole to be backfilled and slightly mounded to provide for settling, soil to be seeded with Perennial Rye / Kentucky Blue / Creeping Fescue blend and covered with biodegradable seed blanket and anchored with biodegradable stakes. Seed blend, blanket and stakes are to be approved by the Parks Foreman prior to application and use.

Pine tree stands will have all pine needles removed from beneath, all bare soil will be seeded and blanketed.

7. Disposal of Material

CONTRACTOR shall legally dispose of all waste material generated from the project. No material shall be left on site at completion of the project. No materials shall be disposed of in the lakes.

8. Final Site Conditions at Completion

For the project to be considered complete, the drive from Lakeview Parkway to parking lot, the parking lot, the pathway to the island and the pathways on the island shall be free of any logs, branches, wood chips, saw dust, mud, dirt or debris. All turf will be raked clean of branches, wood chips and debris, any and all turf damage from equipment will be repaired. A final walk through of the site with the Park's Foreman – Rick Krocza will be required before the project will be declared complete.

OPTION 1

Class A prune all remaining trees on the island.

Vernon Hills Park District

Century Park Arboretum Island Tree Removal Project 2018

BID FORM

Proposal of (name of CONTRACTOR) _____ hereinafter called
"CONTRACTOR", (a)/ (an) (corporation, partnership, individual) doing business as _____

To the Vernon Hills Park District, herein after called the "Owner". The CONTRACTOR, in response to the Owner's advertisement for bids for Vernon Hills Park District, Century Park Arboretum Island Tree Removal Project 2018, having examined the Plans and Specifications, hereby proposes to furnish and deliver all labor, materials and supplies in accordance with the specifications, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Vernon Hills, Illinois.

CONTRACTOR acknowledges receipt of the following Addenda (if applicable), which will be part of the Contract Documents: Numbers:

CONTRACTOR hereby agrees to start work by November 1st, 2018 after receipt of "Notice to Proceed" from the Owner and to complete the project by November 30th, 2018.

Communications concerning this Bid shall be addressed to the CONTRACTOR indicated below:

Name: _____

Street Address: _____

Phone: _____

If CONTRACTOR is:

An Individual:

By: _____ **(SEAL)**

(Individual's Name)

Doing business as _____

Business Address: _____

Phone Number: _____

Vernon Hills Park District, Century Park Arboretum Island Tree Removal Project 2018

1) Line Item: Tree Removal

2) Line Item: Option 1 – Class A Pruning

Unsatisfactory Clause

This clause has been inserted to ensure that both parties, Owner and CONTRACTOR, are willing and able to work within the contract. If after several attempts of documented corrective action, whether initiated by the Owner or CONTRACTOR, there are still issues that make it impossible to continue the services agreed upon; both parties will part ways without any compensation or legal action.

If agreed please print and sign and submit with bid.

Name _____ **Title** _____

Signature _____ **Date** _____

CERTIFICATIONS

The Winning Bidder (CONTRACTOR) certifies that:

- In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn for a period of period of 60 days.
- That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- That he/she has not directly/indirectly induced or solicited any other CONTRACTOR to put in a false bid.
- That he/she has not solicited or induced any person, firm or corporation to refrain from bidding.
- CONTRACTOR is not barred from bidding on or entering onto public contracts due to having been convicted of bid-rigging or bid rotating under the Illinois Criminal Code. CONTRACTOR also certifies that no officers or employees of the CONTRACTOR have been so convicted and that CONTRACTOR is not the successor company or a new company created by the officers of Owners of one so convicted. CONTRACTOR further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.
- CONTRACTOR's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by CONTRACTOR with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by the CONTRACTOR without collusion or fraud; and (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in CONTRACTOR's bid proposal or in CONTRACTOR.
- That he/she has not sought by collusion or otherwise to obtain for himself any advantage over any other CONTRACTOR or over the Owner.

- CONTRACTOR knows, understands and acknowledges its obligations under the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is included in the Contract Document for this Project, and agrees to comply with the provisions thereof. CONTRACTOR further certifies that CONTRACTOR is an “equal opportunity employer” as defined the United States Code and Executive Orders #11246 and #11375 as amended, which are incorporated herein by reference.
- If CONTRACTOR has 25 or more employees at the time of letting of the Contract, CONTRACTOR knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act and certifies that it will provide a drug-free workplace by taking the actions required under Section 3 of the Drug Free Workplace Act. CONTRACTOR further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace A.
- Pursuant to the Illinois Human Rights Act, CONTRACTOR has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the CONTRACTOR’s internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation. CONTRACTOR further certifies that such policy shall remain in full force and effect throughout the term of the Contract.
- CONTRACTOR shall abide by the “Illinois Preference Act” which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the CONTRACTOR shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. (“Illinois laborer” means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the CONTRACTOR and approved by the Architect.

- CONTRACTOR is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. CONTRACTOR further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the CONTRACTOR.
- That all materials, methods and workmanship shall conform to the drawings, specifications, manufacturer's standards and specifications.

Firm Name: _____

Address: _____

By: _____

Signature of Authorized Officer Title Date

STATE OF _____)

_____) SS.

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and Country, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed, and as the act and deed of the CONTRACTOR, intending thereby to be legally bound.

Dated: _____

(Notary Public)

(SEAL) _____ My Commission Expires: _____

GENERAL CONDITIONS

DEFINITIONS

“CONTRACTOR” refers to and indicates any individual, firm, or corporation submitting an approved proposal for work contemplated.

“Other” refers to parties other than a Prime CONTRACTOR, his sub-CONTRACTORS or suppliers.

“Provide” shall be interpreted as meaning “Furnish and install, complete in place, ready to use or operate”, in accordance with the Terms of the Contract Documents.

“Specifications” refers to and indicates description, provisions and requirements, contained herein, together with all written agreements made or to be made, both in the Scope of Work and accompanying Maintenance Spreadsheets, pertaining to qualities of materials/workmanship to be furnished under the Agreement.

“Drawings” refers to and indicates all drawings or reproduction of drawings pertaining to construction of the work contemplated, and its appurtenances. Words “As required”, “As directed”, “As permitted”, and words of like import, mean that requirements, direction or permission of the Architect/Owner are intended; similarly, the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, “acceptable to” or “satisfactory to” the Owner.

Words “necessary”, “proper” or words of like import as used with respect to extent, conduct or character of work specified shall mean that work shall be carried to extent, must be conducted in a manner or be of a character which is “necessary” or “proper” under the circumstances, in the opinion of the Owner. The Owner’s judgment in such matters shall be considered final.

INSURANCE REQUIREMENTS

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

A. Commercial General and Umbrella Liability Insurance

The CONTRACTOR 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 insurances 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 Owner shall be included as an additional insured under the CGL, 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. Continuing Completed Operations Liability Insurance

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence until the completion of the work.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided above.

C. Business Auto and Umbrella Liability Insurance

The CONTRACTOR shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

D. Workers Compensation Insurance

The 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.

E. General Insurance Provisions

1. Evidence of Insurance

- Prior to beginning work, winning CONTRACTOR shall furnish the Owner with a Certificate(s) of Insurance and applicable policy endorsement(s), 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 Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

- Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.

- Owner shall have the right, but not the obligation, of prohibiting CONTRACTOR or any sub-CONTRACTOR 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 Owner.

- Failure to maintain the required insurance may result in termination of this Contract at Owner'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 days of Owner's written request for said copies.

2. Acceptability of Insurers - For insurance companies with 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 Owner. At the option of the Owner, the CONTRACTOR may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, 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 expense.

F. Indemnification

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegal 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 tangible property, other than the work itself, including the loss of use resulting therefore 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, regardless of whether or not it is 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 protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents 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.

- **Proof of Carriage of Insurance:** The CONTRACTOR shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies, which policies shall specifically refer to the Indemnity Agreement.
- All Policies shall substitute the word "occurrence" for "accident" for both bodily injury and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions which unexpectedly cause injury or damage during the policy period.

PERFORMANCE BONDS

The successful bidder shall furnish a Performance Bond, with a surety acceptable to the Owner in the amount of 10% of the contract price, as security for the faithful performance of the contract and as security for the payment of all persons performing labor on the project under this contract. Cost of performance bond shall be included in bid price.

Progress Schedule, Sequence, Meetings and Reports

- The CONTRACTOR will be required to provide a schedule within ten (10) calendar days of receipt of the executed Contract, outlining the necessary steps to meet the Completion Dates listed in the Specifications. All critical dates must be shown on the maintenance schedule. This schedule will also be required to describe the maintenance schedule that will be followed for the implementation of the maintenance contained within this set of contract documents.
- The proposed sequence shall either follow the sequence outlined herein, or describe why it is in the Owner's best interest to follow a difference sequence.
- Progress meetings with CONTRACTOR will be held with the Owner weekly, unless both the Owner and CONTRACTOR modify the schedule. The CONTRACTOR is required to send a representative who can commit to the CONTRACTOR decision at the meeting.

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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

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

A. CONTRACTOR has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

B. CONTRACTOR shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

C. To the best of CONTRACTOR's knowledge, no officer or employee of CONTRACTOR has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

D. CONTRACTOR is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. CONTRACTOR also certifies that no officers or employees of the CONTRACTOR have been so convicted and that CONTRACTOR is not the successor company or a new company created by the officers or owners of one so convicted. CONTRACTOR further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.

E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), CONTRACTOR has a written sexual harassment policy that includes, at a minimum, the following information: (1) a statement on the illegality of sexual harassment; (2) the definition of sexual harassment under State law; (3) a description of sexual harassment utilizing examples; (4) the CONTRACTOR's internal complaint process including penalties; (5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (6) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. CONTRACTOR further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

F. CONTRACTOR shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 et seq.) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the CONTRACTOR shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the CONTRACTOR and approved by the Owner.

G. (1) CONTRACTOR's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by CONTRACTOR with any other persons submitting any bid or proposal for the Contract; (2) the Contract terms are in all respects fair and the Contract will be entered into by CONTRACTOR without collusion or fraud; (3) no official, officer or employee of the Owner has any direct or indirect financial interest in CONTRACTOR's bid proposal or in CONTRACTOR, (4) the CONTRACTOR has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the CONTRACTOR. Additionally, the CONTRACTOR shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

H. CONTRACTOR knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. CONTRACTOR further certifies that CONTRACTOR is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

I. Neither CONTRACTOR nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

J. CONTRACTOR is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. CONTRACTOR further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the CONTRACTOR.

K. If CONTRACTOR has 25 or more employees at the time of letting of the Contract, CONTRACTOR knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. CONTRACTOR further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

L. CONTRACTOR knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act 820 ILCS 265/1 et seq. A true and complete copy of CONTRACTOR's Substance Abuse Prevention Program Certification is attached to and made a part of this CONTRACTOR Compliance and Certification Attachment.

M. The CONTRACTOR shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 et. seq.) and, upon request of the Vernon Hills Park District's designated Freedom of Information Act Officer (FOIA Officer), CONTRACTOR shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the CONTRACTOR that is deemed a public record under FOIA.

CONTRACTOR

By: _____

Its: _____

State of _____)

_____)**ss.**

County of _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he executed the foregoing instrument as his/her free act and deed and as the act and deed of the CONTRACTOR.

Dated:

(Notary Public)

(SEAL)

EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

- Figured dimensions and marked data shall take precedence over scale measurements, and details shall take precedence over smaller scale general drawings. Discrepancies or ambiguities found in Drawings or Specifications shall at once be reported to the Owner for clarification.
- If work is required in a manner to make it impossible to produce first-class work, or should discrepancies appear among Contract Documents, or if the CONTRACTOR has any questions regarding the meaning of Contract Documents, the CONTRACTOR must request the Owner's interpretation and clarification before proceeding with work. If the CONTRACTOR fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner. Should any conflict occur in or between Drawings and Specifications, the CONTRACTOR is deemed to have estimated on, and agreed to provide the greater quantity or better quality of materials and work unless he shall have, before submission of proposal, asked for and obtained written decision of the Owner as to which method or materials will be required.
- Wherever any provision of the Specifications conflict with any agreements or regulations of any kind at any time in force among members of any Trade Associations, Unions or Councils, which regular or distinguish what work shall not be included in the work of any particular trade, the CONTRACTOR shall make all necessary arrangements to reconcile any such conflict without delay, damage or cost to the Owner and without recourse to the Owner. In case the progress of the work is affected by any undue delay in furnishing or installing any items of material or equipment required under the Contract because of a conflict involving any such agreement or regulation, the Architect/Owner may require that other material or equipment of equal kind or quality be provided at no additional cost to the Owner.
- The Owner is exempt from the payment of sales tax. The Owner will provide CONTRACTOR with its tax-exempt number, which CONTRACTOR can use to make purchases of materials and equipment for this Project. This requirement excludes taxes and assessments on real property comprising site of project.

- **Permits, Fees and Notices:** At the completion of work and before final certificate is issued by the Architect/Owner, the CONTRACTOR shall turn over to the Owner, any sets of the Owner's drawings which were stamped and approved by the Vernon Hills Building Department, and all permits or certificates issued to him.
- CONTRACTOR shall indemnify and hold harmless the Owner, its park commissioners, officers, employees and agents, from and against any claim, loss or cost, including and without limitation court costs and attorneys fees, resulting directly or indirectly from CONTRACTOR's breach of any of the provisions of, or its failure to perform the Work in accordance with, the Contract Documents.
- The obligations of the CONTRACTOR shall be construed to include, but not be limited to, injury or damage consequent upon failure to use or misuse of the CONTRACTOR, his agents and employees, of any scaffold, hoist, crane, stay, ladder, support, mower, trimmer, pruner or other mechanical contrivance erected, constructed, or operated by any person; or any or all other kinds of equipment whether or not owned or furnish by the Owner.

PAYMENTS AND COMPLETION

- Upon completion of the work, the CONTRACTOR shall submit to the Owner an itemized application for payment, supported by Final Lien Waivers/Release of Lien from sub-CONTRACTORS and suppliers.
- The Owner may withhold or nullify all or part of any payment to such an extent as may be necessary to protect the Owner from loss on account of defective work not remedied, claims filed or reasonable evidence indicating probable filing of claims, failure of CONTRACTOR to make payments to sub-CONTRACTORS or for material or labor, a reasonable doubt that the contract can be completed for the balance then unpaid.

UNCOVERING AND CORRECTION OF WORK

- CONTRACTOR's duty to correct work shall not be limited to a period of one (1) year from the date of completion if the defect was of a latent nature or occurred in materials or workmanship covered by CONTRACTOR before Owner was able to inspect same contrary to the requirements of the Contract Documents. **All correction of unacceptable work shall be made before final payment is made.**

MISCELLANEOUS PROVISIONS

- Protection of Work and Property - The CONTRACTOR shall continuously maintain adequate protection of all the work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract. He / She shall make good any such damage, injury or loss, except such as may be caused by that beyond the CONTRACTOR's control and not due to his fault or negligence.
- CONTRACTOR shall comply with all federal, state and local laws, rules and regulations applicable to the work, all Village of Vernon Hills building codes, and all laws and regulations pertaining to occupational and work safety and disposal of landscape waste and construction debris.
- Access to Work - The Owner and his representatives shall at all times have access to the work whenever it is in preparation or progress.

- Clean Up - The CONTRACTOR shall at all times keep the work site free from accumulation of waste materials or rubbish caused by his employees or work, and at the completion or work daily, he shall remove all waste materials/rubbish from the worksite.

INCIDENTAL ITEMS OF WORK

- ANY items of work shown on the drawings or called for in the specifications, but not included in the Bid Form, shall be considered incidental items of work.
- The cost of incidental items of work shall be included in the prices bid or associated for adjacent work.

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

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

Name _____ **Title** _____

Signature _____ **Date** _____

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

Name _____ **Title** _____

Signature _____ **Date** _____

ALCOHOL AND DRUG ABUSE POLICY**I. PURPOSE**

The District has implemented this Policy in response to overwhelming evidence that alcohol and drug abuse has a detrimental impact on job performance, safety, and efficiency. Since District employees design, prepare, operate, and maintain District facilities, programs, equipment, parks, and services for use by District patrons and are in contact, either directly or indirectly, with District patrons, the District wishes to assure the health, safety, and welfare of its patrons and employees. This Policy also expresses the District's desire to satisfy the requirements of the federal and state Drug Free Workplace Acts (41 U.S.C.A. § 701 et seq. and 30 ILCS 580/1 et seq.). In accordance with these statutes and concerns, the District has resolved to maintain a drug free workplace.

The purpose of this Policy is to inform employees of the District's investigation, treatment and disciplinary policy relating to alcohol and drugs. This Policy shall be deemed part of the District's personnel policies. As such, all District employees shall abide by its terms. This Policy is subject to periodic addition, modification, or deletion upon notice to employees.

II. ACTS PROHIBITED

The unlawful manufacture, distribution, dispensation, possession, or use of a Controlled Substance, including Cannabis and Alcohol is prohibited on District Property.

III. DEFINITIONS

- **"Alcohol"** means any substance containing any form of alcohol, including but not limited to: ethanol, methanol, propanol and isopropanol.
- **"Cannabis"** is defined as provided in the Cannabis Control Act (720 ILCS 550/1 et seq.) which provisions are specifically incorporated in this Policy by reference and attached hereto.
- **"Controlled Substance"** means a controlled substance in schedules I through V of section 812 of Title 21 of the United States Code which provisions are specifically incorporated in this Policy by reference and attached hereto.
- **"Criminal Drug Statute"** means a criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance.
- **"District Property"** means any building, park, gym, pool, office, common area, open space, vehicle, parking lot, or other area owned, leased, managed, used or controlled by the

District. District Property shall include property used by District patrons while on District sponsored events or field trips.

- **"Drugs"** mean Legal Drugs and Controlled Substances, including Cannabis.
- "Legal Drugs" mean prescription drugs and over-the-counter drugs which have been obtained legally and are being used in the manner and for the purpose for which they were prescribed or manufactured.
- **"Medical Facility"** means any physician, laboratory, clinic, hospital, or other similar entity.
- **"Policy"** means this Alcohol and Drug Abuse Policy of the District.
- **"Possess"** means to have either in or on an employee's person, personal effects, desk, files, or other similar area.
- **"Public Safety Responsibility"** means jobs in which an employee is entrusted with direct responsibility over the health, safety and welfare of District patrons, either through supervision of programs or operation or maintenance of equipment.
- **"Under the Influence"** means that the employee is affected by Alcohol or Drugs in any determinable manner. A determination of being Under the Influence can be established by a professional opinion, a scientifically valid test, a lay person's opinion, or the statement of a witness.

IV. VOLUNTARY TREATMENT

It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to disciplinary action. Employees who suffer from alcohol or drug abuse are encouraged to voluntarily consult with District management and undergo appropriate medical treatment.

Participation in such treatment will be at the employee's expense. District management will keep such voluntary discussions and medical treatment confidential in accordance with this Policy.

The District wishes to assure all employees that there will be no adverse employment consequences as a direct result of an employee voluntarily and successfully completing medical treatment.

V. SCREENING AND TESTING

The District may require employees who work on or near vehicles or machinery, handle hazardous materials or substances of any kind, or have Public Safety Responsibility to be screened or tested on a random basis, or may require any employee to be screened or tested upon reasonable suspicion that the employee is Under the Influence of Alcohol or Drugs. The

screening or testing will be conducted by a Medical Facility selected by the District at District's expense. The screening or testing may require an analysis of the employee's breath, urine and/or blood or such similar substance as the Medical Facility may recommend. Employees who undergo alcohol or drug screening or testing will be given the opportunity, prior to the collection of a specimen or other testing, to disclose the use of Legal Drugs and to explain the circumstances of their use.

Each District employee is required to sign a consent form, a copy of which is attached to this Policy, at the time this Policy is distributed to the employee. Prospective full-time employees will be required to sign a consent form prior to taking the pre-employment physical. Each employee and prospective employee may also be required to sign a separate consent form requested by the Medical Facility conducting the screening or testing. Refusal to sign any requested consent form will result in non-hire or disciplinary action. Such disciplinary action may include termination as deemed appropriate by the District, in its sole discretion, under the circumstances.

VI. TREATMENT

If the Medical Facility recommends treatment, the District will give the employee one opportunity to undergo treatment offered by a clinic or trained professional mutually acceptable to the District and employee. Participation in such treatment will be at the employee's expense. The employee must enter the treatment program within ten (10) days from the time of recommendation of treatment. The District will reinstate the employee provided that the employee submits a statement issued by the Medical Facility certifying that the employee has successfully completed the treatment program and that the employee is released to return to work.

VII. USE OF LEGAL DRUGS

Any employee who works on or near vehicles or machinery, handles hazardous materials or substances of any kind, or has Public Safety Responsibility and who has taken a Legal Drug must report the use of such Legal Drug to the Executive Director if the Legal Drug causes drowsiness or if it alters perception or reaction time. The burden is on the employee to ascertain from his or her doctor or pharmacist whether or not the Legal Drug has such a potential side effect. The information will be retained by the District in a confidential manner and will be disclosed only to persons who need to know. The employee's supervisor, after conferring with the Executive Director, will decide whether or not an employee may safely continue to perform his or her job while using the Legal Drug. Failure to declare the use of such Legal Drugs will be cause for discipline.

VIII. NOTICE OF CONVICTIONS

Any employee who is convicted of violating any federal or state criminal drug, statute on District Property must notify the Executive Director within five (5) days of such conviction. For purposes

of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, possession or use of any Controlled Substance or Cannabis.

IX. DISCIPLINE/ PENALTIES FOR VIOLATION

- An employee who reports to work Under the Influence of Alcohol, Controlled Substances, or Cannabis or who manufactures, possesses, uses, sells or dispenses Alcohol, Controlled Substances, or Cannabis while on District Property, is convicted of a drug related crime, causes financial or physical damage to the District, District Property or its employees, or fails to report the use of Legal Drugs in accordance with this Policy, will be disciplined or must successfully complete a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State or local health, law enforcement or other appropriate agency and by the District.

On the first occurrence, discipline may consist of suspension with or without pay, termination, and/or successful completion of a drug assistance or rehabilitation program as deemed appropriate by the District, in its sole discretion, under the circumstances. The employee will be terminated on the second occurrence.

- The District will terminate an employee (1) if the employee refuses to submit to diagnosis, testing or screening upon request of the District; (2) if the employee tampers in any way with the specimen given to the Medical Facility for purposes of drug screening or testing; (3) if the Medical Facility recommends treatment and the employee refuses to undergo such treatment; (4) if, while undergoing treatment, the employee fails or refuses to follow the course of treatment; (5) if the employee, who undergoes treatment, is again Under the Influence of Alcohol or Drugs in violation of this Policy; or, (6) if the employee fails to notify the Executive Director of a conviction for violating any federal or state Criminal Drug Statute in accordance with Section VIII of this Policy.
- An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the District. Participation in a treatment program will not, in itself, protect the employee from disciplinary actions should job performance remain unsatisfactory. The District, however, will not take adverse action against any employee solely on the basis of the employee's voluntary participation in and successful completion of medical treatment.

X. PRE -EMPLOYMENT SCREENING

As a final prerequisite in the District's employment selection procedure, persons otherwise offered a full-time position with the District will be required to undertake a physical examination which will include a drug and alcohol screening test.

XI. INSPECTIONS

In order to assure that employees comply with the prohibition on manufacturing, distributing, dispensing, possessing, or using Alcohol, Controlled Substances, or Cannabis, employees may be subject to inspection as follows:

A. Lockers, desks, files, vehicles, equipment and other District containers and property that an employee is permitted to use during employment with the District are and remain the property of the District. Employees are not permitted to keep Controlled Substances, Cannabis or alcohol in or on such property. Any such property reasonably suspected of having or holding such substances is subject to search by the District.

B. Any refusal to submit to such an inspection will be treated as an act of insubordination and will result in disciplinary action which may include termination.

XII. RECORDS

The District will maintain medical records relating to alcohol or drug abuse, diagnosis, and treatment confidential and in a file separate from the regular personnel file. Access will be limited to those who need to know. The District will not disclose these records to persons outside the District without the employee's consent unless disclosure of the records is necessary for legal or insurance purposes.

**Certification that CONTRACTOR Has Adopted
And Maintains a Written Sexual Harassment Policy**

As part of his/its proposal on above referenced Contract, the undersigned (CONTRACTOR) hereby certifies that CONTRACTOR has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCA 5/1-101 et seq.) including at least the following

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

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

CONTRACTOR: _____

(Print Name of CONTRACTOR)

Signed: _____

(Signature of Authorized Officer)

Printed Name of Signatory: _____

As Its: _____

(Title of Signatory)

Dated: _____, 2016

STATE OF ILLINOIS)

) SS

COUNTY OF LAKE)

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

Dated: _____, 20_____

Notary Public

(Notary Seal)

VERNON HILLS PARK DISTRICT POLICY

PROHIBITING HARASSMENT IN THE WORKPLACE

It is the responsibility of each and every employee, officer, official, park commissioner, agent, volunteer, and vendor of the District as well as every person using the District's facilities, to refrain from harassing any other person because of his his/her race, color, religion, national origin, ancestry, age, sex, marital status, handicap, citizenship status, military status, unfavorable discharge from military service, sexual orientation, or record of arrest. Any such harassment is illegal, unacceptable, violates the policies of the District and will not be tolerated by the District.

This Policy Prohibiting Harassment in the Workplace ("Policy") is intended to set forth the policy and procedures that the District has implemented to address sexual harassment in the workplace. This Policy, however, is not intended to create contractual obligations of any kind between the District and its employees and should not be construed as such.

DEFINITION OF SEXUAL HARASSMENT

Under the Illinois Human Rights Act, sexual harassment is defined as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or,
- (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended, and the Illinois Human Rights Act.

Sexual harassment may occur where an otherwise qualified individual is required to submit to sexual advances or sexual favors to qualify for or obtain employment opportunities and benefits. Sexual harassment may also occur where an individual is subjected to unwelcome sexual conduct which creates an intimidating, hostile or offensive working environment.

Conduct commonly considered to be sexual in nature which may constitute sexual harassment includes, but is not limited to:

Verbal: Unwanted sexual advances, sexual innuendoes, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.

Non-Verbal: Suggestive or insulting sounds e.g., whistling, "catcalls," "smacking" or "kissing" noises, leering, obscene gestures, sexually suggestive bodily gestures.

Visual: Posters, photographs, art work, signs, buttons, shirts, stickers, pin-ups or slogans of a sexual nature.

Physical: Unwelcome touching, hugging or kissing, pinching, brushing the body, coerced sexual intercourse, or actual assault.

The courts will assess sexual harassment by a standard of what would offend both the victim of the alleged harassment as well as the "reasonable person" in the alleged victim's situation.

An example of the most subtle form of sexual harassment is the use of endearments. The use of terms such as "honey," "darling," and "sweetheart," may be objectionable to many women who may believe that these terms undermine their authority and their ability to deal with men on an equal and professional level. Therefore, employees should treat each other with respect and refrain from using names or terms that may be offensive.

Another example of sexual harassment is the use of a compliment which may be interpreted as sexual harassment. Below are three statements that might be made about the appearance of a woman:

"That's an attractive dress you have on."

"That's an attractive dress. It really looks good on you."

"That's an attractive dress. You really fill it out well."

The first statement appears to be simply a compliment while the last statement may be perceived as sexual harassment. The main difference between the statements is the wording used to express the general idea that the woman is wearing a nice dress. Therefore, choose words carefully and do not use a tone of voice that is offensive or sexually suggestive. The words you choose and the tone of voice that you use may be the difference between a compliment and sexual harassment. To avoid the possibility of offending another person, it is best to treat others with respect and to err on the side of caution.

Sexual harassment most frequently involves a man harassing a woman, but it can also involve a woman harassing a man or harassment between members of the same sex if the harassment occurs because of the victim's sex.

RESPONSIBILITY OF INDIVIDUAL DISTRICT PERSONNEL

Each employee, officer, official, park commissioner, agent, and volunteer of the District has the responsibility to refrain from harassment in the District work place. Any such individual who harasses District personnel and/or patrons is liable for his/her individual conduct.

All District personnel are encouraged to report incidents of harassment in accordance with the procedure described below. All harassment complaints will be investigated by the District. Any employee found to have acted in violation of this policy will be subject to disciplinary action, as appropriate, up to and including dismissal.

PROCEDURES FOR FILING A COMPLAINT

If an employee experiences or witnesses harassment in the workplace that is prohibited by this Policy, he/she should deal with the incident(s) as directly and firmly as possible by clearly communicating his/her disapproval of the conduct to the offending person, his supervisor, and/or the Executive Director. The employee should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident). Documentation can include written records such as letters, notes, memos, and telephone messages. It is not necessary that the harassment be directed at the employee for the employee to make a complaint.

Employees are encouraged to report harassment as soon as possible so that the District may investigate the complaint and take appropriate action promptly. Please be advised that employees who, in good faith, report harassment or otherwise file a complaint, testify or participate in an investigation of sexual harassment are protected from retaliation by section 6-101 of the Illinois Human Rights Act (775 ILCS5/6-101).

The process for making a complaint about harassment consists of several stages. The employee is encouraged to follow these procedures but the employee may proceed with the course of action with which he or she feels most comfortable.

Direct Communication with Offender. If there is harassing behavior in the workplace, the employee should directly and clearly express his objection to the offending person(s) regardless of whether the behavior is directed at the employee. If the employee is the harassed employee, he should clearly state that the conduct is unwelcome and the offending behavior must stop. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.

Report to Supervisory and Administrative Personnel. At the same time direct communication is undertaken, or in the event an employee feels threatened or intimidated by the offending person, the employee should promptly report the offending behavior to his immediate supervisor or the Executive Director. If the harasser is the employee's immediate supervisor, the employee should report the problem to the next level of supervision or the Executive Director. Any supervisor who receives a report of harassment must immediately notify the Executive Director. The Executive Director or his designee will immediately investigate the complaint and take appropriate action if the complaint is substantiated. All employees must cooperate with any investigation by the Executive Director or his/her designee of a complaint of harassment.

Report to Executive Director/Board of Park Commissioners. An employee may also report incidents of harassment directly to the Executive Director. The Executive Director or his/her designee will immediately investigate the facts and take corrective action when an allegation is determined to be valid. If the employee's complaint alleges harassment by the Executive Director, the employee should immediately report the incident or incidents in writing directly to the Board. One member of the Board or the Board's designee will conduct the investigation and appropriate action will be taken when an allegation is determined to be valid. At no time will the investigation be conducted by personnel involved in the alleged harassment. All employees must cooperate with any investigation of workplace harassment.

Resolution Outside District. Most harassment complaints and incidents can be and it is hoped will be resolved within the District. However, employees have the right to contact the Illinois Department of Human Rights (DHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. A complaint with DHR must be filed within 180 days of the alleged incident(s). A complaint with the EEOC must be filed within 300 days of the alleged incident(s). If an employee makes a complaint alleging harassment against an agent, supplier, volunteer or person using District programs or facilities, the Executive Director will investigate the incident(s) and determine the appropriate action, if any. Every reasonable effort will be made to protect the employee from further contact with such person. Please recognize, however, that the District has limited control over the actions of non- employees.

If you are suddenly transferred to a lower paying job or passed over for promotions or if other terms and conditions of your employment are changed to your disadvantage after filing a complaint with the DHR or EEOC, you may also file a retaliation charge. A complaint based on retaliation must be filed with the DHR within 180 days of the alleged retaliation or within 300 days of the alleged retaliation if the complaint will be made with the EEOC.

FALSE AND FRIVOLOUS COMPLAINTS

A false and frivolous charge refers to a situation where the accuser is using a complaint of harassment to accomplish some end other than stopping illegal harassment. It does not refer to charges made in good faith which cannot be proven.

Given the possibility of serious consequences for an individual accused of harassment, complaints made in bad faith or otherwise false and frivolous charges are considered severe misconduct and may result in disciplinary action up to and including dismissal.

ADMINISTRATIVE CONTACTS

The District will make every reasonable effort to conduct an investigation in a responsible and confidential manner. If the employee feels uncomfortable discussing harassment with the Executive Director, or if the employee believes the Executive Director is not enforcing this policy, the employee is encouraged to bring the matter directly to the Board.

If the employee believes that his allegation of sexual harassment was not properly investigated or addressed or if the employee believes that he is being retaliated against for filing a complaint, testifying, assisting or participating in an investigation, or the employee wishes to pursue other means of redress, he may contact:

Illinois Department of Human Rights

(312) 814-6200 Chicago

(312) 263-1579 TDD Chicago

(217) 785-5100 Springfield

(217) 785-5119 TDD Springfield

