



*Invitation for Bid  
Bid Packet and Specifications*

**Turf Mowing and Maintenance**

***Bid Submission Deadline:***

*Thursday, February 21, 2019 @ 10:00 a.m.*

***Bid Opening:***

*Thursday, February 21, 2019 @ 10:15 a.m.*

At

JOLIET PARK DISTRICT

3000 WEST JEFFERSON  
JOLIET, IL 60435

Legal Notice

Notice is hereby given to potential Bidders that the Joliet Park District will be receiving sealed bids for Turf Mowing and Maintenance.

Bid Documents may be obtained commencing on January 21, 2019, at the Park District's administrative offices located at 3000 W. Jefferson St., Joliet, IL 60435, during the District's normal business hours Monday through Friday, 8:00 a.m. – 5:00 p.m.

Each bid must be placed in a sealed, opaque envelope clearly marked "**Sealed Bid: Turf Mowing and Maintenance**" and addressed to the Joliet Park District, 3000 W. Jefferson St., Joliet, IL 60435, **Attention: Larry Burich. Bids will be received until 10:00 a.m. on Thursday, February 21, 2019**, and thereafter will be publicly opened and read aloud at 10:15 a.m. at the same address in the District's Board room.

**Each Bidder is required to attend a mandatory pre-bid meeting on Thursday, January 31, 2019 at 10:00 a.m., to be held in the Park District's Board Room, 3000 W. Jefferson St., Joliet, IL 60435. Failure to attend an inspection tour shall result in the rejection of the Bidder's bid.**

The Joliet Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Joliet Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the Joliet Park District on request of the Bidder, for use in connection with this project only.

The vendor(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.

Joliet Park District

## General Information

The Joliet Park District, hereinafter referred to as "Park District" or "Owner", is seeking the most economical, yet highest quality program for maintaining its park areas. To this end, the Park District hereby invites park and landscape maintenance contractors with appropriate technical training and equipment to submit bid proposals for a three-year Turf Mowing and Maintenance Contract that will begin April 15, 2019 and end October 31, 2021 (the "Contract").

This successful Bidder will provide all labor, materials and equipment necessary to complete mowing and maintenance requirements as specified in the Contract Documents (the "Work"). This includes, but is not exclusive to, general grass mowing and string trimming around trees, shrubs, flowerbeds, buildings, sidewalks, playground equipment, parking lots, ditches, fences, signs, light poles, etc. Grass trimmings and debris generated from mowing and string trimming is to be removed from all sidewalks, paths, athletic fields, parking lots, and streets around Park District buildings.

The successful Bidder hired to perform the Work shall practice due care and safety at all times while performing the Work in accordance with the Contract and the Specifications included in these Bid Documents, and with generally accepted industry standards. Failure to do so, as determined by the Park District in its sole discretion, shall result in immediate termination of the Contract.

## Instructions to Bidders

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents.

Each bid must be placed in a sealed, opaque envelope clearly marked "**Sealed Bid: Turf Mowing and Maintenance Project**" and addressed to the Joliet Park District, 3000 W. Jefferson St., Joliet, IL 60435, Attention: Larry Burich. Bids will be received until **10:00 a.m. on Thursday, February 21, 2019**, and thereafter will be publicly opened and read aloud at 10:15 a.m. at the same address in the District's Board room.

### I. Examination of Site and Specifications

**Each Bidder is required to attend a mandatory pre-bid meeting on Thursday, January 31, 2019 at 10:00 a.m., to be held in the District's Board room, located at 3000 W. Jefferson St., Joliet, IL 60435. Failure to attend an inspection tour shall result in the rejection of the Bidder's bid.**

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he 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 written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the written Specifications and the site conditions, or any errors, omissions or ambiguities in the written Specifications shall be immediately reported to the Park District 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 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. 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.

## II. 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 t 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.

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

b. On reference form provided herein, list at least five (5) projects your organization has completed in the past three (3) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.

c. 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.

d. 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, contract amount, and an explanation of the circumstances surrounding the rejection.

e. 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.

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

The Park District may make such investigation as it deems necessary to determine the ability of the Bidder to perform the Work. The District reserves the right to require of any Bidder such information as stated above and necessary to verify the Bidder's qualifications and financial status, including but not limited to, current financial statements, and to withhold formal signing of the Contract until such information is received.

## III. Submission of Bid

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 equipment, supplies, tools, 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.

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.

#### IV. Plans and Specifications

Bid Documents are available from the Owner at the Owner's administrative offices, 3000 W. Jefferson Street, Joliet, IL 60435, Monday through Friday from 8:00 a.m. – 5:00 p.m., commencing on January 21, 2019.

#### V. 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 Joliet 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.

#### VI. Surety

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

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Joliet Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Joliet Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds.

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

#### VII. 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.

#### VIII. Acceptance of 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.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise

specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

The Park District intends to award the entire Project to one Bidder, but reserves the right to award the Project to a 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 forfeit the Bid Security.

The Legal Notice, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, comprise the Bid Documents. The Bid Documents, together with the Turf Mowing and Maintenance Contract, substantially in the same form included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

#### IX. 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 Larry Burich 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 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.

#### X. Addenda

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and

will be delivered by mail or fax 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.

#### XI. 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 comply with all 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.

### **General Conditions**

The following General Conditions shall apply to the Turf Mowing and Maintenance Project (the "Project") for the Joliet Park District.

#### **1. Term**

The Work for the Contract shall commence on April 15, 2019, or on such other date as may be agreed upon by the parties and shall, unless terminated earlier pursuant to the terms and conditions of the Contract, end on October 31, 2021 (the "Initial Term"). The Park District will have the option to renew the contract for an additional three (3)



years, commencing on April 15, 2022 and ending on October 31, 2024 (the “Renewal Term”). The annual commencement and completion dates for the Initial Term and the Renewal Term are subject to change based on weather conditions.

## **2. Payment**

Payment by the Park District shall be made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

## **3. Permits, Fees and Notices**

Contractor shall comply with and obtain all licenses and permits necessary to do the Work and insure that the Work complies with all State and local laws and ordinances.

## **4. Final Clean-up and Replacement of Damaged Property**

Before final acceptance of the Work to be done under the Contract, the Contractor shall restore the job sites to their original condition or better, and shall repair or replace all private and public property damages, moved, or otherwise displaced in the performance of the Work. No additional compensation will be allowed for this Work and any cost involved shall be considered incidental to the Contract.

If a dispute arises between the Contractor and any subcontractors as to their responsibility for cleaning up as required, the Owner may clean up and charge the cost thereof to the Contractor.

The Contractor shall replace all property, including but not limited to any fences, trees, plants grass, walks, drives, and building surfaces, damaged by Contractor, its employees and subcontractors.

## **5. Disposal of Waste Materials and Clean-up**

At the completion of any Work performed, the Contractor shall remove all rubbish, tools, and equipment from the sites and adjoining premises, leaving the area in a neat and clean condition, and shall repair or replace any damaged property. No additional compensation will be allowed for this Work and any cost involved shall be considered incidental to the Contract. In case of dispute, the Owner may remove the rubbish or repair the damage and charge the cost to the Contractor.

Title to waste materials removed by Contractor as part of the Work shall transfer to Contractor upon Contractor’s receipt or collection of said materials unless otherwise provided by applicable law.

## **6. Mowing Schedule**

All parks and locations are to be mowed weekly, but mowing needs may be adjusted as necessary at the Park District’s discretion. During the early spring, typically from April 15 – June 1, the schedule may be adjusted to compensate for the “rainy season” and heavy growth. The schedule may be re-adjusted in the late summer when growth slows. Schedules need to be flexible to accommodate special Park District events and to ensure participant safety. The mowing contractor shall accommodate the Park District in all circumstances.

A cutting week is defined as a seven (7) day period of time. If the Contractor starts at a specific park or location on a Monday, the Contractor is expected to return to that park or location the following Monday. If weather conditions prohibit or delay the contractor from returning to the park or location, the Contractor shall immediately notify the District of this delay.

The Park District shall notify the successful Bidder when grass cutting shall begin. This notification shall be made by phone one week in advance and followed up in writing. The District retains the right to cancel grass cutting

operations due to lack of growth. This cancellation shall be made by phone on the Monday at the beginning of the week to cut.

**7. Termination of Contract**

a. Owner may, at any time, terminate the Contract in whole or in part for the Owner’s convenience and without cause. Termination by the Owner under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Owner: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Owner may direct, for the protection and preservation of the terminated Work.

b. Owner may terminate the Contract, in whole or in part, for cause as follows:

i. If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within forty-eight (48) hours after demand from the Owner to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Owner may immediately terminate the Contract and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Owner shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Owner shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with the Contract; and c) Contractor shall be liable to the Owner for the increased cost to the Owner of obtaining services from the substitute contractor(s).

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

Upon termination of the Contract for any reason: (i) Contractor hereby waives and forfeits all claims for payment and damages, including, without limitation, anticipated profits; and (ii) the rights and obligations of the parties shall cease automatically except for the rights and obligations of the parties accruing but unsatisfied prior to termination.

**8. Contractors Performance**

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Owner for any other work at the Project sites. In the event the Contractor has failed to perform under the terms of the Contract, the Park District may terminate the Contract provided that the Contractor fails to rectify the deficiency

within 48 after being notified.

## **9. Contractor's Equipment**

It is the intent of the Specifications that first class equipment shall be used in performing the Work. Only equipment which conforms to the requirements of the Specifications shall be used in performing the Work.

The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of all equipment.

Unless otherwise stipulated, the Contractor shall provide and pay for all labor, tools, equipment, transportation and other facilities necessary to perform the Work.

## **10. Insurance**

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

a. Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$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 04 13, 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). The Park District 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 the Park District. The insurance company's liability shall not be reduced by the existence of such other insurance. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability from pollution, explosion, collapse, or underground property damage.

b. Business Auto and Umbrella Liability Insurance. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing 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 statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the contractor's work.

d. General Insurance Provisions.

i. Evidence of Insurance. Prior to beginning the Work, Contractor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly

authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering a park site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District. Failure to maintain required insurance may result in termination of this Contract at the Park District's option. With respect to insurance maintained after final payment in compliance with requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Park District whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

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

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

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

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

## **11. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the 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 therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by the Park District. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District, 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 breach of any of its obligations under, or default of any provision of the Contract.

### Mowing and Maintenance Specifications

This successful Bidder will provide all labor, materials and equipment necessary to complete the mowing and maintenance requirements as specified in the Contract Documents (the "Work").

Mowing Season:	April 15 to October 31, of each year, subject to change due to weather conditions.
Mowing Height:	2 1/2" or in consultation with Superintendent of Planning.
Debris Pick-Up:	Before mowing - all paper, cans, sticks, stones, bottles, and other objects which present a hazard if thrown from mower or detract from appearance shall be picked-up and removed from the site.
Mowing Frequency:	Once every seven (7) days.
Trimming:	Once every seven (7) days around all playground equipment, fences, sidewalks, pathways, buildings, parking lots, ditches, signs, light poles, trees, shrubs, flowerbeds, and all other plant material and around all other objects, and anywhere the mower cannot cut.
Clippings:	Evenly distributed on mowed areas may remain - if they do not detract from appearance or must be removed.
Clean Up:	Grass clippings are to be blown from all hard surfaces, i.e. walks, paths, parking lots, streets, shelters and around Park District buildings. Grass clippings are to be discharged away from all playgrounds, athletic fields, flower beds, shrub beds, signs, trees and fences. Contractor to leave the site in a clean and neat appearance.
Weeding:	To be performed as needed or in consultation with the Superintendent of Planning.
Mulching:	All mulching is to be performed by the Joliet Park District.

#### SPECIAL INSTRUCTIONS:

The Contractor shall also provide special services as outlined by the Joliet Park District regarding special needs by parks that may require specific tasks that vary from the regular Specifications.

No mowing will be performed in wet conditions so as to not damage the turf, drainage or soil. Every attempt will be made to prevent clumping of grass.

The mowing pattern (the direction of mow) shall be alternated each week.

#### ADDITIONAL INFORMATION:

##### Service Schedule

All parks are to be mowed weekly, but mowing needs may be adjusted as necessary at the Park District's discretion. During the early spring, typically from April 15 – June 1, the schedule may be adjusted to compensate for the "rainy season" and heavy growth. The schedule may be re-adjusted in the late summer when growth slows. Schedules need to be flexible to accommodate special Park District events and to ensure participant safety. Work hours are limited to 7:00am to 5:00PM, Monday through Friday, or as specified by City of Joliet ordinance. All park sites are to be completed the same day, following the mowing Specifications. The Contractor shall schedule the sites as listed on the mowing service report. If weather conditions or unstable turf is present, mowing will be rescheduled to the first possible day. Contractor shall make every reasonable effort to perform any services so as to avoid inconvenience to scheduled Park District activities.

##### Drought Conditions

If drought conditions last longer than three (3) weeks and the grass is not growing, mowing may be suspended by the Superintendent of Planning until the grass starts growing again. This notice will be by telephone call, followed

by written notice for both suspending and restarting mowing. No payment will be made for this time.

#### Contract Changes

Changes in service as to increase or decrease could occur during the year due to the District's needs. If this occurs, the Contractor will negotiate with the Joliet Park District for fair compensation of service, using the unit cost provided as a base.

#### Labor

The Contractor shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required and to permit the timely completion of all operations. Whenever in the opinion of the Owner, an employee is careless, incompetent, obstructs the performance of the Work, acts contrary to instructions, or engages in improper conduct, the Contractor shall upon request of the Owner, discharge or otherwise remove such employee from the site and shall not reinstate such employee, except with the written consent of the Owner.

Prior to the commencement of the Work, Contractor shall provide the name and contact information of the individual(s) in charge of supervising the Work provided under this Contract to the Park District, and shall not change said supervisor(s) without prior written notice to the Park District.

#### Equipment

All over-the-road vehicles or equipment shall be identified with the Contractor's name for purpose of identification. All tools or equipment required to carry out the operations within the scope of this contract shall be provided by the Contractor, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. Mowing equipment is to be kept in good working order at all times. This includes all safety features designed to be used with equipment according to the manufacturer's recommendations. Blades on all mowing equipment are to be kept sharp and in good working condition.

The Joliet Park District reserves the right to inspect the equipment that will be used prior to award of bid. Turf mowers are to be rotary type. No tractor type mowers are to be used, unless approved by the Park District for larger open area spaces. All equipment shall be OSHA approved. The District requires a top quality cut.

#### Safety

The Contractor hired to perform the Work shall practice due care and safety at all times while performing the Work in accordance with the Contract and the Specifications included in these Bid Documents, and with generally accepted industry standards, including but not limited to:

1. The Contractor's staff shall adhere to all best practices safety guidelines.
2. At a minimum, the crew chief, or one staff member of the crew assigned to work on Park District property must be fluent in speaking English.
3. Contractor's staff will immediately report all unsafe situations such as loose fencing, divits or holes in the ground, broken benches, etc. to the Superintendent of Planning.
4. Every precaution shall be utilized to avoid spilling or leaking petroleum products. If such spillage/leaking occurs, the Contractor will take immediate steps to clean up the spill in accordance with recommended standards for dealing with spillage of hazardous materials. Contractor shall immediately notify the District to report the spillage for the safety of the public and environment.
5. Contractor shall place safety cones behind all trucks and trailers when parked. Contractor shall not leave its equipment unattended.

Failure to comply with all safety as required herein or as required by law, as determined by the Park District in its sole discretion, shall result in immediate termination of the Contract.

Appearance

The Contractor's staff shall wear the Contractor's company uniform while performing work at the park sites, and shall wear all required safety equipment.

Pricing Breakdown

Pricing information is required for budget and billing purposes. Contractor will provide a unit cost based on acreage (price per acre). It is the intent of the Joliet Park District to award one contract for all work.

Reports

A written report shall be submitted to the Superintendent of Planning at the finish of each week during the period covered by this contract. Report is to be faxed to (815) 741-7280 by Monday at noon. Payouts will not be made without these reports properly completed and contractor has otherwise complied with the Contract.

**PROPOSAL TO THE JOLIET PARK DISTRICT BOARD OF PARK COMMISSIONERS  
FOR TURF MOWING AND MAINTENANCE PROJECT**

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Joliet Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds and insurance required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and
  - (c) Complete the Work within the time requirements as set forth in the Bid Documents.
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
- I. That the Bidder has submitted, in order to be considered eligible for this job, a list of all projects of similar size and scope within the past three years; and
- J. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this \_\_\_\_ day of \_\_\_\_\_, 2019.

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Signature \_\_\_\_\_  
Title: \_\_\_\_\_



SUBSCRIBED AND SWORN TO before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  )  
COUNTY OF \_\_\_\_\_ )

**BID PROPOSAL FORM**

TO: Joliet ParkDistrict  
3000 W. Jefferson Street  
Joliet, IL 60435  
T: (815) 741-7275  
F:

FROM: \_\_\_\_\_  
Name of Bidder

- (a) Individual ( )
- (b) Partnership ( )
- (c) Corporation ( )

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                      State                      Zip                      email address

\_\_\_\_\_  
Phone                      Fax                      cell phone

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

Name: \_\_\_\_\_  
Please print

Bid Form and Specifications continued on next page.

**TURF MOWING SERVICE CONTRACT SPECIFICATIONS**

**SCOPE OF WORK:**

Contractor shall provide turf-mowing service for the Joliet Park District for three years starting April 15, 2019 and ending October 31, 2021. Contractor shall provide all labor and materials necessary according to the following specifications.

				<b>Pricing Information</b>		
	<u>Park</u>	<u>Address</u>	<u>Acreege</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
1	Akin Park	Washington & Akin	0.4			
2	Andrew B Barber	Nicholson & Campbell	0.4			
3	Barr Park	Park & Washington	4.2			
4	Benton St. Playground	Benton & Youngs	0.1			
5	Bluff Plaza	Bluff & Marion	4.8			
6	Cedar Creek	Bridge & Route 53	1.14			
7	College Park	Longford & Houbolt	4.2			
8	Columbia Park	400 blk of Columbia	0.2			
9	Crombie Park	2nd & Wilson	1.5			
10	Cumberland South	Theodore & Cumberland	1.7			
11	Cumberland South 40	Cumberland & Cornwall	1.9			
12	Desmond Park	Henderson & Columbia	1.5			
13	Douglas-Madison	Douglas & Madison	0.4			
14	Eagle Ridge	Martin & Rivera	1.7			
15	Fall Creek	Theodore & Staghorn	2.4			
16	Forest Park	Cutter & Rosalind	11.8			
17	Forest Play Lot	Woodruff & Dora	0.3			
18	Freedom Park	Joliet & Monroe	0.1			
19	Garnsey Park	Curtis & Wilcox	7.2			

**Pricing Information**

	<u>Park</u>	<u>Address</u>	<u>Acreage</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
20	Gottschlag Park	Maple & Route 30	0.3			
21	Guitierrez Park	Garnsey Ave & Dover St	0.4			
22	Hampton Glen	Hampton Glen Dr.	1.8			
23	Heggie Field	Collins & Williamson	4.3			
24	Jennifer-Voots Playground	Ingalls & Lilac	4.1			
25	John Leach Park	301 Infantry Drive	2			
26	Kearney Glen	Kennedy Dr & Bernard Way	3.1			
27	Kolar Park	Kolar & Sable Ridge	0.4			
28	Lakewood Prarie	Jewelflower & Angelica Circle	3			
29	Legion Park	Hickory & Granite	2			
30	Liberty Park	1400-02 Lasser Dr	6			
31	Longleat Park	Addleman & Simpson	0.3			
32	Manningdale Playground	Mills & Chippewa	0.4			
33	Marquette Gardens	Woodlawn & Stratford	3			
34	Northfield Park	Whiteside Drive	2			
35	Oak Valley	Zarley & Walden	10			
36	Osgood Park	Osgood & Eastern	0.5			
37	Parkwood	Parkwood & Route 6	0.5			
38	Pheasant Landing	Bronk & Mallard	1.5			
39	Preservation Park	Wilcox & Taylor	2			
40	Paul E. Briese	Ingalls & Cedarwood	6.6			
41	Richard Tezak Park	Wildflower Drive	1.7			
42	Ridgewood Park	Sterling & Walnut	5			

**Pricing Information**

	<u>Park</u>	<u>Address</u>	<u>Acreege</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
43	Rockdale School	Bellview & Connell	0.5			
44	Rotary Playground	McDonough & Joyce	0.2			
45	Sable Ridge	Coop Ave. & Sable Ridge	3			
46	Sanchez Memorial	Collins & Ohio	0.5			
47	Shimshok Park	Stryker, near Allen	0.4			
48	Silver Leaf Park	Silver Leaf Dr	2			
49	Singleton Park	McKinley & Champlain	2			
50	Spieler Park	Seeser & Washington	0.3			
51	Springwood Park	Trailsend Drive	2			
52	Taft School Playground	Barthelme & Ingalls	1			
53	Theodore Crossing	Cambria Drive	3.9			
54	Thomas Jefferson School	2600 blk of Glenwood	0.1			
55	Varnado Park	McDonough & Water	1.5			
56	Warren-Sharpe Playground	Joliet & Jasper	0.2			
57	Washington Park	Washington & Henderson	0.1			
58	Waterford Point	Country Glen Drive	2			

**TOTAL ACREAGE: 126.54**

**YEARLY TOTAL: 2019**  
**2020**  
**2021**

**Alternates**

	Joliet Regional Airport	4000 W. Jefferson St	172			
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<u>Park</u>	<u>Address</u>	<u>Acreage</u>	<u>Pricing Information</u>		
			<u>2019</u>	<u>2020</u>	<u>2021</u>
Splash Station	2780 Channahon Rd.	2			
<b>Alternate Total:</b>					

**Maximum Annual Increase for each year of the Renewal Term. The following will be used to determine if the Park District will enter into a contract with the successful Bidder for a Renewal Term of an additional three (3) years, commencing on April 15, 2022 and ending on October 31, 2024:**

**2022      2023      2024**

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REFERENCES - MUST SUBMIT FIVE (Within the past three 3 years)

1.	Project Name/ Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Project			
2.	Project Name/ Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Project			
3.	Project Name/ Address:			
	Date:		Phone:	

	Owner Contact:			
	Description of Project			
4.	Project Name/ Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Project			
5.	Project Name/ Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Project			

**COMPLIANCE AND CERTIFICATIONS ATTACHMENT**

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

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

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of



local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Contract 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.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code by this reference.
- H. 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.
- I. 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.

- J. 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.
  
- K. 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 Joliet 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 ILLINOIS            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

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

(SEAL)

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