

AGREEMENT FOR 2023 MOWING AND LINE TRIMMING SERVICES

This Agreement for 2023 Mowing and Line Trimming Services (the "Agreement") is made as of the 3rd day of January 2023 by and between the Wheaton Park District, an Illinois unit of local government (the "Park District"), with its principal place of business at 102 East Wesley Street, Wheaton, Illinois 60187 and Aronia Landscape Inc., an Illinois company ("Contractor"), with its principal place of business at 1901 North Roselle Road, Suite 800, Schaumburg, Illinois 60195, which hereinafter may be referred to together as the "Parties" or individually as a "Party".

WITNESSETH

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

- 1. Labor and Materials.** The Contractor shall provide all labor, equipment and materials required to complete the following work: 2023 Mowing and Line Trimming Services for various Park District locations (the "Work") as indicated in the Request for Proposal, dated November 28, 2022; and Addendum #1, dated November 29, 2022; Documents for 2023 Mowing and Line Trimming Services, attached to and incorporated as part of this Agreement by reference (the "RFP Documents").
- 2. Contract Documents.** The Contract Documents consist of this Agreement between the Park District and the Contractor, the RFP Documents, Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor Compliance and Certification, attached to and incorporated as part of this Agreement as **Exhibit B**, and any modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the RFP Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.
- 3. Term.** Unless terminated earlier as provided in Section 14 of this Agreement, the term of this Agreement shall commence on April 1, 2023, and expire on October 31, 2023 (the "Term").
- 4. Performance of Work.** Contractor agrees to perform all Work in a good and workmanlike manner. Contractor, on receipt of this Agreement executed by District, shall immediately place orders for materials and otherwise immediately commence performance of this Agreement.
- 5. Contract Sum.** The District agrees to pay Contractor for the proper and timely performance of the Services in strict accordance with the Agreement the following prices:

PARK	2023
Arboretum Mews Park	\$ 272.00
Hull Park	\$ 2,216.00
Appleby Park	\$ 2,600.00
Albright Park	\$ 1,560.00
Scotts Cove Park	\$ 2,184.00
Scottdale Park	\$ 6,811.84
Blacksmith Park	\$ 1,392.00
Clydesdale Park	\$ 1,497.60
TOTAL	\$18,533.44
Additional Week of Service Unit Cost per Week (+/-)	\$995.95/week

(collectively, hereinafter referred to as the "Contract Sum").

6. Payment. Payment shall be made by the Park District to the Contractor on a quarterly basis upon the Park District's receipt of an invoice itemizing the Work properly performed as determined by the Park District, and delivery of lien waivers and sworn statements, for the period covered by the invoice. The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment.

7. Waiver of Liens. Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any Work furnished under this Agreement. Prior to the payment of the Work, Contractor shall provide: a) for any payment other than final payment for the Work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/23), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each. The Park District may withhold payment to Contractor in the event Contractor fails to provide waiver of liens and sworn affidavits in accordance with this Section 7 or if Contractor fails to make payments to any sub-supplier or sub-contractor for material or labor.

Final payment shall not become due until the Contractor has fully performed the Work, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the Park District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Park District to indemnify the Park District against such lien. If a lien remains unsatisfied after payments are made, the Contractor shall refund to the Park District all money that the Park District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

8. Correction of Deficiencies. If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

9. Warranties. Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by District's abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by Contractor. All warranties shall be addressed to the Park District and delivered to the Park District. Except as otherwise provided in this Agreement, all warranties shall become effective on the completion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for by law. Where warranties overlap, the more stringent requirement shall govern. Contractor shall repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period.

10. Cleaning Up. The Contractor shall keep the project sites and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of each site visit, the Contractor shall remove from and about the site waste

materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

11. Safety of Persons and Property.

- a. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - (i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and
 - (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- c. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

12. Insurance.

A. The Contractor shall acquire and keep in force at all times during the Term of this Agreement, the following insurance coverage:

- (i). Commercial General and Umbrella Liability Insurance

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, smoke and fire, 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, its elected and appointed officials, employees and agents 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. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.

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

(ii). 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.

(iii). 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 shall waive subrogation and all other 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.

(iv). General Insurance Provisions

a). Evidence of Insurance

Prior to beginning Work, Contractor shall furnish to 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 beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District

Failure to maintain the required insurance may result in termination of this Contract at the Park District's option.

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

b). Acceptability of Insurers

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

c). Cross-Liability Coverage

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

d). Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or

self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e). Subcontractors

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

13. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend 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 (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's 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 there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of 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, defend 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 Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

14. Termination.

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the 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 Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

b. The Park District may terminate the Agreement, 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 seven (7) days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Contract and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 8 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District 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 Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, 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.

15. Compliance with Laws and Permits. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor Compliance and Certification Attachment is attached to and incorporated as **Exhibit B** to this Agreement.

16. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

17. No Liability. The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

18. No Third Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

19. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

20. Independent Contractor. Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

21. Non-Assignment. This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

22. Subcontracts. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

23. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by fax or email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to Park District: Wheaton Park District
 102 East Wesley Street
 Wheaton, IL 60187
 F: 630-665-5880
 Email: mbenard@wheatonparks.org
 Attention: Mike Benard, Executive Director

If to Contractor: Aronia Landscape Inc.
 1901 North Roselle Road, Suite 800
 Schaumburg, IL 60195
 Email: elias@aronialandscape.com
 Attention: Elias Tamboureas, Manager

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by fax or email transmission shall be deemed given on the date of transmission if between 9:00 AM and 5:00 PM on a business day, or, if later, the next business day.

24. Entire Agreement; No Amendment. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

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

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

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized official thereof effective as of date written above.

WHEATON PARK DISTRICT

By:



Executive Director
Wheaton Park District

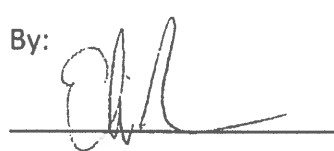
Attest:

Date:

2/3/2023

CONTRACTOR: Aronia Landscape Inc.

By:



Its:



Date:

1/02/2023

Exhibit B

CONTRACTOR COMPLIANCE AND CERTIFICATION

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: (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 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.
- G. 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.
- 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 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.

Exhibit A

WHEATON PARK DISTRICT – MOWING AND LINE TRIMMING SERVICES

Request for Proposal – November 28, 2022

Contact: Deb Seymour, Superintendent of Parks, dseymour@wheatonparks.org (630) 510-4972

SCOPE OF WORK

PROJECT: **Mowing and Line Trimming Services**

PROPOSAL DUE DATE: **December 15, 2022**

STARTING DATE: Upon approval by the Wheaton Park District Board of Park Commissioners and receipt of the signed contract and certificate of insurance naming the Wheaton Park District as the certificate holder and as additional insured.

SERVICE PERIOD: **April 1, 2023 through October 31, 2023**
April 1, 2024 through October 31, 2024
April 1, 2025 through October 31, 2025

The contractor is to provide the following seasonal services at eight Wheaton Park District Parks:

Park	Address	Acres of Mowed Turf
Arboretum Mews Park	2440 Leask Lane, Wheaton, IL	0.25
Hull Park	1400 Hull Drive, Wheaton, IL	2.13
Appleby Park	2314 Appleby Drive, Wheaton, IL	2.50
Albright Park	2350 Albright Lane, Wheaton, IL	1.50
Scotts Cove Park	1900 Scottsdale Circle, Wheaton, IL	2.10
Scottdale Park	1855 Scottsdale Circle, Wheaton, IL	6.55
Blacksmith Park	2191 Blacksmith Drive, Wheaton, IL	1.33
Clydesdale Park	1845 Clydesdale Drive, Wheaton, IL	1.44

17.8 Total Acres

This project is not subject to prevailing wage rates.

The Owner will issue the contract on an annual basis with the option to renew yearly for up to 2 years.

PERFORMANCE SPECIFICATIONS

It is the intent of these specifications for the Contractor to provide a high level of service in grass mowing services. The following statements indicate the general standards and workmanship to be furnished under this Contract.

- A. **PREPARATION:** A mowing schedule will be negotiated with the Contractor upon awarding the contract. Each Monday morning by 8:00 A.M. the Contractor will fax or email the Owner the Daily Mowing Checklist indicating which sites are scheduled to be mowed that week. It is the Contractor's responsibility to adhere to the schedule and to ensure that all

scheduled mowing is completed. Allowances are made for adverse weather conditions but each site will be mowed once every seven days. Mowing of each site will be completed on the day it is started. The Owner reserves the right to notify the Contractor when mowing is not necessary due to weather that has been too dry, wet, cold, or when special circumstances arise. **If no mowing is done, no payment will be made.**

- B. **MOWING TIMES:** Work hours are limited to 7:00 A.M to 4:00 P.M. Monday through Friday. All park sites are to be completed the same day, following the mowing specifications.
- C. **TRASH AND DEBRIS PICK UP:** Before mowing any site that Contractor will police the entire area and pick up all glass, litter and debris such as light branches and twigs. Any heavier limbs downed by storms or other causes are the Owner's responsibility. The Contractor will notify the Wheaton Park District immediately if any large limbs or other damage are found. It is unacceptable to mow litter or debris of any type that would detract from the cleanliness or safety of the site. If this occurs the Contractor must clean up the site again.
- D. **MOWING:** Mowers shall be set to cut the grass at 3.0 inches. The Wheaton Park District reserves the right to check equipment for compliance. Height may vary upon consultation with the Superintendent of Parks.
- E. **TRIMMING:** Once every seven (7) days around all trees, shrubs, play equipment, signs, fences, plant material, and sidewalks or pathways, where mower cannot cut, shall be done with suitable mechanical equipment to keep the grass at the same height as the rest of turf surface.
- F. **FINAL APPEARANCE:** Mowing patterns shall be such that the clippings are evenly distributed, not wind-rowed into noticeable deposits. The first two passes of side discharge mowers around all buildings, homes, fences, play equipment, tree rings, and shrub beds, must discharge clippings away from the buildings, homes, fences, play equipment, tree rings, and shrub beds. Grass clippings will not be allowed to accumulate on areas such as playgrounds, paths, sidewalks, basketball courts, roads, parking lots, etc. Removal of clippings should be done by a mechanical device to "blow" clippings back into grass away without leaving piles of grass clippings.
- G. **PERFORMANCE:** The Contractor will not mow, walk or use any equipment on turf areas when:
- Frost is present,
 - Where standing water is present, or
 - In areas saturated with water. Turf areas are considered saturated when water puddles in footsteps.

If mowing cannot be delayed and the Contractor has obtained the Owners permission, the Contractor may use a smaller piece of equipment that will not cause visible damage to the turf.

IMPORTANT: Failure to comply with the “Safe Use of Equipment” section can result in immediate termination of the Contract.

- H. **SAFE USE OF EQUIPMENT:** The Contractor will use/operate all equipment in a safe manner. All guards and shields will be kept in place to ensure the safety of workers and the public. When mowing or trimming in the presence of Park Users, the Contractor’s employees shall either mow an area of the site that will not affect the user’s activities, or when possible, request the users to suspend their activity temporarily so that the workers may finish. The Contractor will always remove the keys from all equipment and vehicles while they are not in use and never leave equipment running while unattended.
- I. **EQUIPMENT CONDITIONS:** All over-the-road vehicles or equipment shall be identified by 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. The Wheaton Park District reserves the right to inspect the equipment that will be used prior to award of contract.
- J. **FUELING AND OILING:** Equipment will be fueled and or oiled on hard surface areas only. The Contractor will immediately clean up hazardous material spills. It is the Contractor’s responsibility to repair turf areas damaged by improper fueling or oiling of equipment
- K. **PUBLIC CONTACT:** The Contractor and his representatives may be contacted in some manner by residents/users of the park. The employee(s) shall be instructed to politely inform the citizens to direct their comments and/or questions to the Wheaton Park District office at 1000 Manchester Road or call 630-510-4972.
- L. **SUPERVISION:** The Contractor shall provide a supervisor for all landscape mowing crews and will be on site when the buildings and parks are mowed. Failure to provide a qualified supervisor will be considered a default of the Contract unless the Owner is given prior notice.
- M. **EMPLOYEE IDENTIFICATION:** All grass mowing staff must wear their own company logo wear that will identify them as employees. All employees must also wear photo identification badges while on Park District premises
- N. **PROBLEMS/COMPLAINTS:** The Contractor shall meet with the Superintendent of Parks once a month to discuss schedules problems, needs, and mutual areas of concern. A formalized system of communication between the Contractor and the Owner shall be determined by both parties once the contract has been awarded. The Contractor shall provide the Owner with emergency phone numbers for problems which shall be available 24 hours a day, seven days a week.

O. **PENALTIES:** If the Contractor does not complete the tasks outlined in this document in a timely and sufficient manner the Park District reserves the right to hold back payment until the work is completed in a satisfactory manner. If the Contractor does not complete the task in a timely manner the Park District reserves the right to complete the task and the cost will be deducted from the monthly bill. If problems are persistent and/or cause a disruption in park operation, the Owner reserves the right to immediately cancel the Contract. The Contractor shall be responsible for any additional costs incurred by the Owner in performing the remainder of the Contract.

P. **FEE ASSESSMENT**

Contractor fees should represent the cost of services scheduled and also include total labor, all equipment/materials for grass mowing services as outlined above, payroll and payroll taxes, all insurance and supervision.

EVALUATION CRITERIA

The District will evaluate proposals in response to this Request for Quotation and will award the contract to the lowest qualified Contractor whose submittal best conforms to the solicitation and will be the most advantageous to the Owner.

SUPERVISION OF EMPLOYEES

The successful Contractor shall provide adequate competent supervision at all times during the performance of the contract. The Contractor shall designate a contact person and submit the information to the Owner prior to beginning work.

REMOVAL OF EMPLOYEES

The Owner may request the Contractor to immediately remove from assignment to the Owner's contract any employee found unfit to perform their duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling or fighting.
3. Theft, vandalism immoral conduct or any other criminal action.
4. Selling, consuming, possession or being under the influence of intoxicants, including alcohol or illegal substances.

PERMITS

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.

SUPPLEMENTARY CONDITIONS

The following provisions supplement the terms and conditions of the Agreement:

1. INSURANCE REQUIREMENTS FOR CONTRACTORS

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 Contract/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).

Owner, its elected and appointed officials, employees and agents shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

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

B. 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 for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 133, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

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

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

C. Business Auto and Umbrella Liability Insurance

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

Business auto insurance shall be written 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.

D. 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 of \$1,000,000 each employee for bodily injury by disease.

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

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish 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 Subcontractor from entering the Contract 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 the 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 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the 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 expenses.

5. Pollution Legal Liability Insurance

Contractor shall obtain Pollution Legal Liability Insurance in addition to the other contractor insurance requirements. The **Contractor Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves actual or potential environmental hazards) shall have limits not less than \$1 million per occurrence or claim, and \$2 million policy aggregate.

6. Subcontractors

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

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 (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work or the products supplied by Contractor, 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 there from and (ii) arises from in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, 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 against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract. Contractor's obligations under this section shall survive expiration or termination of the Contract.

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR MOWING AND LINE TRIMMING SERVICES**

The undersigned agrees that should this proposal be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials and perform all work necessary for the Wheaton Park District to complete all items detailed in the written specifications for the amounts set forth as follows: (Please complete in ink or type).

BASE PROPOSAL

PARK	2023	2024	2025
Arboretum Mews Park	\$	\$	\$
Hull Park	\$	\$	\$
Appleby Park	\$	\$	\$
Albright Park	\$	\$	\$
Scotts Cove Park	\$	\$	\$
Scottdale Park	\$	\$	\$
Blacksmith Park	\$	\$	\$
Clydesdale Park	\$	\$	\$
TOTALS	\$	\$	\$

UNIT COSTS FOR MOWING AND LINE TRIMMING SERVICES

Item	Unit	Unit Cost
Additional Week of Service	Amount per Week (To adjust season as needed)	\$

Unit Costs are in addition to base contract and will be handled by Change Orders, as needed.

Addendums – Received and Acknowledged

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

COMPANY NAME:	
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**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR MOWING AND LINE TRIMMING SERVICES**

The Contractor further certifies that the official name or title and the business address of the Company to be considered as of the making of this proposal is as follows:

COMPANY NAME:						
CONTACT NAME:						
TITLE:						
ADDRESS:						
CITY, STATE and ZIP:			FAX NUMBER:			
PHONE NUMBER:			E-MAIL:			
CELL PHONE NUMBER:						
DATED THIS		DAY OF		2022		
SIGNATURE:						

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR MOWING AND LINE TRIMMING SERVICES**

REFERENCES

MUST SUBMIT FIVE (Within the past three 3 years)

1.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			
2.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			
3.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			
4.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			
5.	Contract Name/Address:			
	Date:		Phone:	
	Owner Contact:			
	Description of Contract			

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR MOWING AND LINE TRIMMING SERVICES**

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered, and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor:

Permanent main office address:

When organized:

If a corporation, where incorporated:

How many years you have been engaged in business?

General scope of work or products supplies:

Have you ever failed to complete any work awarded to you?

If so, where, and why:

Have you ever defaulted on a contract?

Credit available:

\$ _____

Give Bank reference:

Bank Address:

Bank Phone #:

Will you, upon request, fill out a detailed financial statement and furnish any other information required by Wheaton Park District? _____

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR MOWING AND LINE TRIMMING SERVICES**

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Wheaton Park District in verification of the recitals comprising this Statement of Contractor's Qualifications.

Dated at _____ this _____ day of _____, 20____

Name of Contractor

By _____

Title _____

State of _____)

SS.

County of _____)

_____ being duly sworn deposes and says that

he/she

is _____ of _____

Title

Name of organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

My commission expires _____, 20____

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR MOWING AND LINE TRIMMING SERVICES**

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

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

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

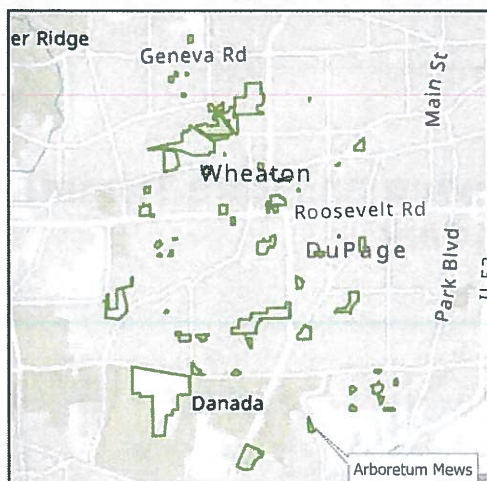
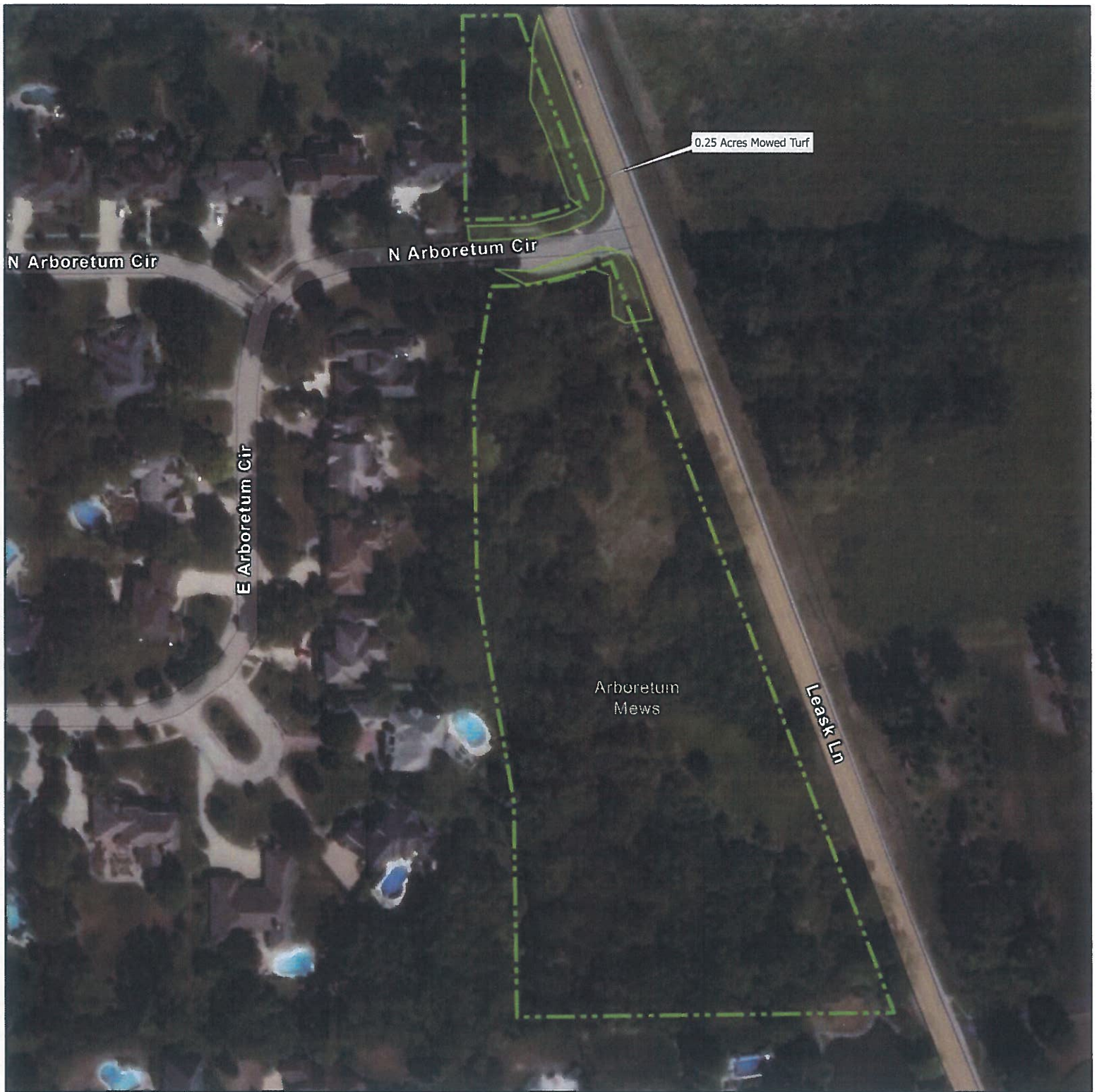
_____ Dated: _____
Signature of Authorized Representative

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

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

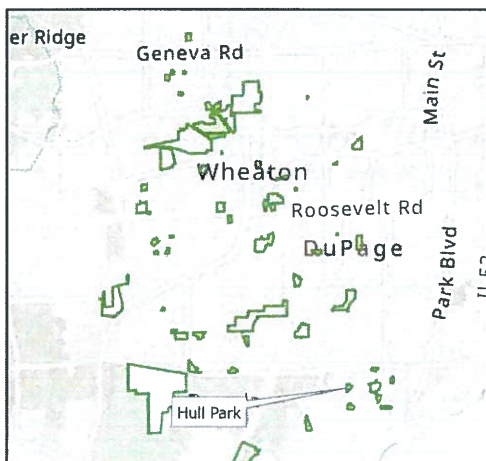


Mowing and Line Trimming Arboretum Mews



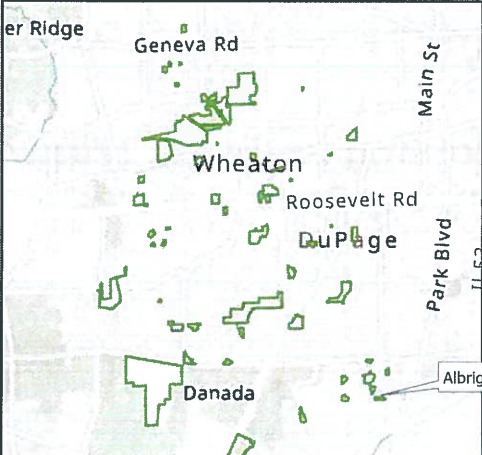
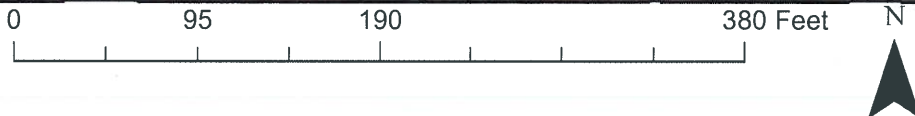


0 70 140 280 Feet



Mowing and Line Trimming Hull Park

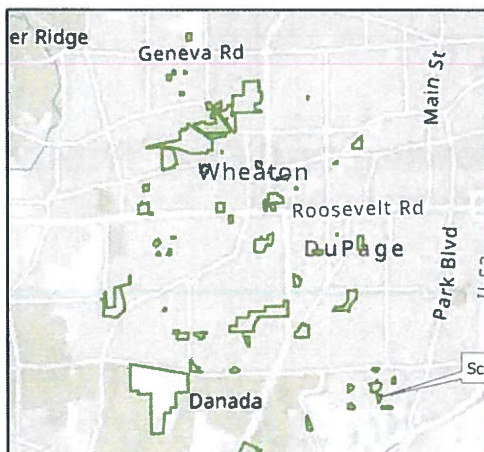




Mowing and Line Trimming Albright Park

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0 87.5 175 350 Feet



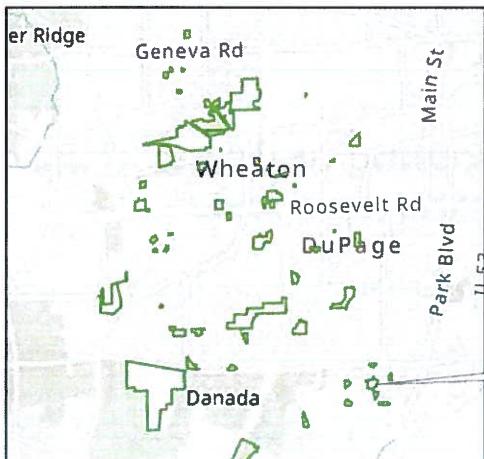
Mowing and Line Trimmin Scotts Cove Park





0 100 200 400 Feet

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Scottdale Park

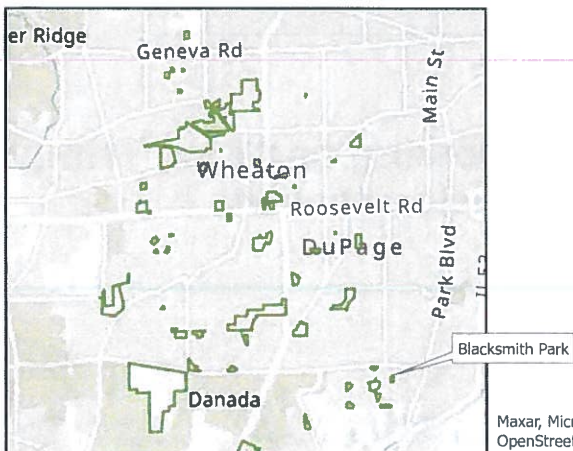
Mowing and Line Trimmin Scottdale Park

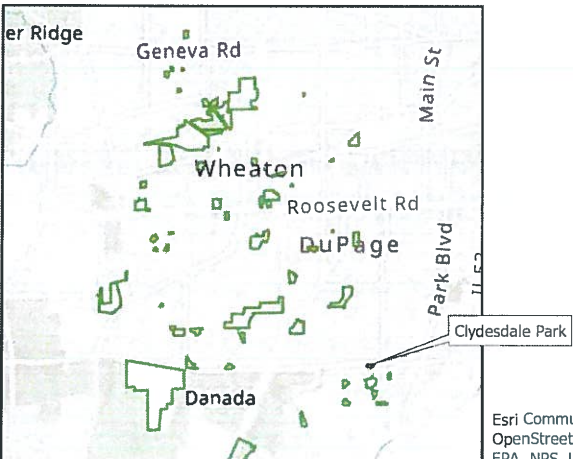
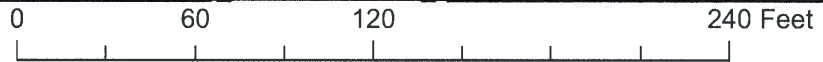
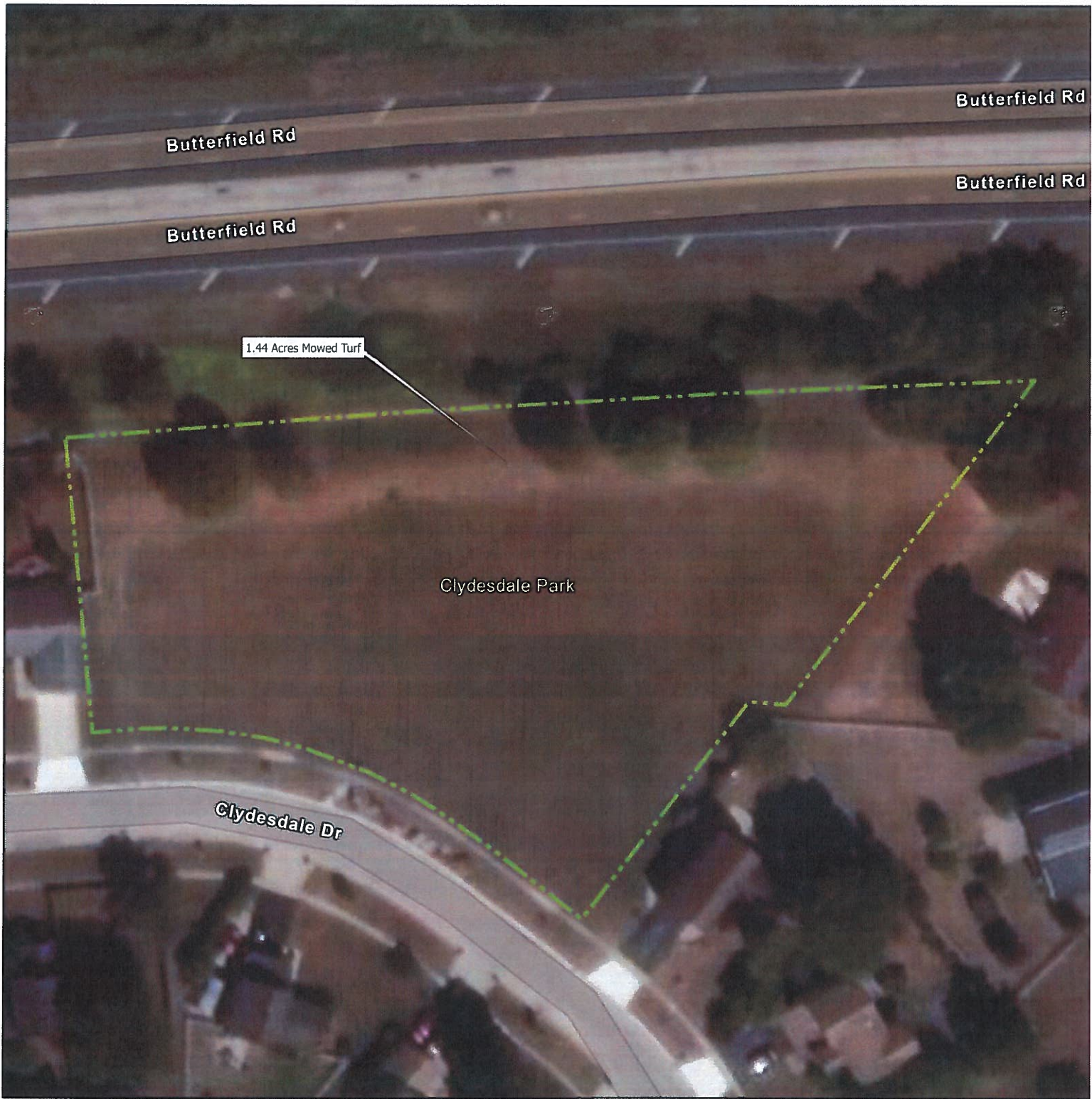
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Mowing and Line Trimming Blacksmith Park





Mowing and Line Trimming Clydesdale Park



WHEATON PARK DISTRICT – MOWING AND LINE TRIMMING SERVICES

ADDENDUM #1 - Request for Proposal – November 29, 2022

Contact: Deb Seymour, Superintendent of Parks, dseymour@wheatonparks.org (630) 510-4972

SCOPE OF WORK

PROJECT: Mowing and Line Trimming Services

PROPOSAL DUE DATE: December 15, 2022

Question #1 - Is the pricing section requesting a “per mow operation” price, or the seasonal total price? If seasonal total, how many operations should be included.

The cost is for one season, (as described starting April 1 and concluding October 31). Additionally, it should be noted that the unit cost would allow the district to add or subtract weeks to that based on the weather (e.g. snow still on the ground in spring or warm weather into the fall).

(See page 2 of specifications). “Allowances are made for adverse weather conditions but each site will be mowed once every seven days. Mowing of each site will be completed on the day it is started. The Owner reserves the right to notify the Contractor when mowing is not necessary due to weather that has been too dry, wet, cold, or when special circumstances arise. If no mowing is done, no payment will be made.”

Question #2 - What is the invoicing procedure the Park District prefers to receive from the vendor? A monthly invoice or other arrangement?

Monthly invoice.

Question #3 - Is it possible to get the FOIA information for this project in terms of what it was awarded for in past seasons?

This will be a new contract, if awarded, so there is no past season information.

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR MOWING AND LINE TRIMMING SERVICES**

The undersigned agrees that should this proposal be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials and perform all work necessary for the Wheaton Park District to complete all items detailed in the written specifications for the amounts set forth as follows: (Please complete in ink or type)

BASE PROPOSAL

PARK	2023	2024	2025
Arboretum Mews Park	\$ 272.00	\$ 372.00	\$ 472.00
Hull Park	\$ 2,216.00	\$ 2,316.00	\$ 2,416.00
Appleby Park	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00
Albright Park	\$ 1,560.00	\$ 1,660.00	\$ 1,760.00
Scotts Cove Park	\$ 2,184.00	\$ 2,284.00	\$ 2,384.00
Scottdale Park	\$ 6,811.84	\$ 6,881.84	\$ 6,900.00
Blacksmith Park	\$ 1,392.00	\$ 1,392.00	\$ 1,392.00
Clydesdale Park	\$ 1,497.60	\$ 1,497.60	\$ 1,497.60
TOTALS	\$ 18,533.44	\$ 19,103.44	\$ 19,621.60

UNIT COSTS FOR MOWING AND LINE TRIMMING SERVICES

Item	Unit	Unit Cost
Additional Week of Service	Amount per Week (To adjust season as needed)	\$ 995.95

Unit Costs are in addition to base contract and will be handled by Change Orders, as needed.

Addendums – Received and Acknowledged

Addendum No. 1 Dated: 11/29/2022
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

COMPANY NAME: Aronia Landscape INC

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR MOWING AND LINE TRIMMING SERVICES**

The Contractor further certifies that the official name or title and the business address of the Company to be considered as of the making of this proposal is as follows:

COMPANY NAME:	Aron. & Landscape INC				
CONTACT NAME:	Elias Tambouras				
TITLE:	Manager				
ADDRESS:	1901 North Roselle Road Suite 800 Schaumburg, IL				
CITY, STATE and ZIP:	60195	FAX NUMBER:			
PHONE NUMBER:	630-830-8745	E-MAIL:	ELIAS@ARON.&LANDSCAPE.COM		
CELL PHONE NUMBER:	630-290 6934				
DATED THIS	November	DAY OF	28	2022	
SIGNATURE:					

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR MOWING AND LINE TRIMMING SERVICES**

REFERENCES

MUST SUBMIT FIVE (Within the past three 3 years)

1.	Contract Name/Address:	NAPERVILLE Park District 320 JACKSON AVE / NAPERVILLE / IL	Date:	2019-2022	Phone:	630-352-6155
	Owner Contact:	John Teper				
	Description of Contract	Mowing/Line trimming 122 Acres				
2.	Contract Name/Address:	Village of Barrington 200 S. Hough Street / Barrington / IL	Date:	2021-Present	Phone:	847-304-3365
	Owner Contact:	Andres Orrego				
	Description of Contract	Mowing/Line trimming				
3.	Contract Name/Address:	Applus Tech 411 Eisenhower Lane South / Lombard / IL	Date:	2010-Present	Phone:	847-616-6671
	Owner Contact:	Gene Lody				
	Description of Contract	Mowing/Line trimming				
4.	Contract Name/Address:	Temco Communications 13 Chipping Campden Dr South / South Barrington / IL	Date:	2010-2022	Phone:	847-809-2462
	Owner Contact:	Sedrik Najo				
	Description of Contract	Mowing/Line trim				
5.	Contract Name/Address:	Rock Realty Group 2916 W Belmont Ave / Chicago / IL	Date:	2019-Present	Phone:	73-5 3-8848
	Owner Contact:	DAN Murphy				
	Description of Contract	Mowing/Line trim - Locations				

PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR MOWING AND LINE TRIMMING SERVICES

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered, and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor:

Aronia Landscape INC

Suite 800

Permanent main office address:

1901 North Roselle Road, Schaumburg IL 60195

When organized:

1965

If a corporation, where incorporated:

IL

How many years you have been engaged in business?

General scope of work or products supplies:

LANDSCAPING

Have you ever failed to complete any work awarded to you?

NO

If so, where, and why:

Have you ever defaulted on a contract?

NO

Credit available:

\$ N/A

Give Bank reference:

Heartland Bank And Trust Company

Bank Address:

321 W. Golf Road Schaumburg, IL 60195

Bank Phone #:

847-882-4000

Will you, upon request, fill out a detailed financial statement and furnish any other information required by Wheaton Park District? YES

PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR MOWING AND LINE TRIMMING SERVICES

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Wheaton Park District in verification of the recitals comprising this Statement of Contractor's Qualifications.

Dated at IL this 15 day of DECEMBER 2022

Aronia Landscape Inc
Name of Contractor

By Elias Tambouras

Title MM

State of ILLINOIS

SS.

County of COOK

Elias Tambouras being duly sworn deposes and says that

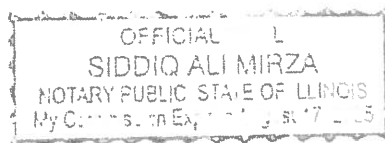
he/she

is Manager
Title

of Aronia Landscape Inc
Name of organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 15 day of DECEMBER, 2022



Siddiq Ali Mirza
Notary Public

My commission expires 08-17, 2025

**PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR MOWING AND LINE TRIMMING SERVICES**

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

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

ALONIZ LANDSCAPE INC
Name of Contractor/Subcontractor (print or type)

Elias Tembouras Manager
Name and Title of Authorized Representative (print or type)

[Signature] Dated: 11/30/2012
Signature of Authorized Representative

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

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated:

Policy No: HR-Drug Free Workplace-PO-0004

Effective Date: 10.2017 **Revision Number:** 1

Responsible Official: VP, Human Resources

References:

This Drug-Free Workplace Policy (Policy) reflects the Company's intent to maintain a drug-free workplace in order to promote the safety of all employees, customers, and the general public and to comply with the Federal Requirements of The Drug-Free Workplace Act of 1988 (Act) and applicable state, or local law, or any controlling authority.

This Policy applies to all work locations and employees while in the workplace, performing duties or actions on behalf of the Company, in any way connected with or related to the Company, or in any manner that may tarnish the image or reputation of the Company. This Policy also encompasses coming to work under the influence of, possessing, distributing, or selling drugs without proper (as determined by the Company's sole judgment) authorization.

- 3.1. **General:** The Company prohibits employees within the scope of this Policy from engaging in the use or misuse of legal or illegal drugs, unauthorized alcohol, or any other substance that impairs one's judgment. As a condition of employment and continued employment, each employee must

- A. Comply with this Policy;
- B. Provide written notification to the Human Resources Department and the immediate supervisor within five (5) calendar days of any drug-related offense;
- C. If required under contract, the Company will provide written notice to the appropriate person or office in the contract within ten (10) calendar days of learning of an employee's conviction for a drug-related offense as the Company deems appropriate. The notice shall include the convicted employee's position, title, and contract identification number; and
- D. Any employee who violates this Policy is subject to disciplinary action up to and including termination of employment and, if warranted, legal proceedings may be initiated.

3.2. **Testing**

- A. The Company may drug test employees in accordance with the procedures, rules, and requirements of governing federal, state, or local law, or any controlling authority to which the employee is governed.
- B. The Company may conduct reasonable suspicion drug testing, random testing, and any other legal type of testing for alcohol, including distilled spirit, wine, malt beverages, or intoxicating liquor; amphetamines; cannabinoids; cocaine; phencyclidine ("PCP"); hallucinogens; methaqualone, opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or metabolites of any of the substances listed in this section.
- C. Drug testing may be done following an accident or incident that occurs in the workplace, or in connection with the performance of duties assigned by the Company, or that may affect the employee's ability to safely perform his/her work duties.
- D. An employee who refuses to submit to drug testing may be disciplined up to and including termination of employment.

3.3 Prohibitions: This Policy prohibits employees from engaging in any of the following activities:

- A. Use, possession, manufacture, distribution, dispensation, or sale of illegal drugs, or any other substance that impairs one's judgment, or the misuse of legal drugs.
- B. Unauthorized use or possession, or any manufacture, distribution, dispensation, or sale of a controlled substance or any other substance that impairs one's judgment;
- C. Use of unauthorized alcohol. Moderate alcohol consumption that does not rise to the level of inebriation is allowed during the Company's business development dinners with prospective or current clients or at special functions such as office holiday functions, provided the Company is represented in a professional manner at all times;
- D. Inappropriate or illegal use, possession, manufacture, distribution, dispensation, or sale of prescription drugs. However, nothing in this Policy precludes the appropriate use of legally prescribed drugs as described in this Policy;
- E. Storing in a kitchen, desk, or other repository on Company premises any controlled substances whose use is unauthorized;
- F. Reporting to work under the influence of illegal drugs or alcohol;
- G. Being under the influence of a controlled substance;
- H. Any possession, use, manufacture, distribution, dispensation, or sale of illegal drugs off the Company's premises that adversely affects the employee's work performance, his or her own safety or the safety of others at work, or the Company's regard or reputation in the community;
- I. Failure to adhere to the requirements of any drug treatment or counseling program in which the employee is enrolled;
- J. Failure to submit to a drug test at the request of the Company;
- K. Failure to notify the Company of any arrest for or conviction of a drug-related offense within five (5) calendar days; and
- L. Refusal to acknowledge this Policy.

3.4. Use of Prescription Medicine: Prescription medication is a drug or medicine obtained pursuant to a written, signed, or other legally authorized communication by a duly licensed practitioner licensed by the laws of a state to prescribe such drugs or medicinal supplies to be filled, compounded, or dispensed by another person licensed by the laws of the applicable state. Employees may engage in the appropriate use of medicine as legally prescribed.

However, an employee undergoing prescribed medical treatment with any drug which may alter their physical or mental ability may be asked to report this treatment to the immediate supervisor and to the Company's Human Resources Department. The Human Resources Department, in conjunction with management, will determine whether a temporary change in the employee's job assignment is warranted during the period of treatment.

3.5. Disciplinary Actions

- A. Upon being made aware of an employee's arrest or conviction for a drug-related offense, the Company may initiate appropriate disciplinary action, up to and including termination of employment.
- B. If an employee returns a positive drug test result that has been verified by a confirmation test and a Medical Review Officer, he or she may be disciplined or required to attend rehabilitation in order to maintain employment with the Company. An employee who returns a confirmed positive drug test

result shall not, by virtue of the result alone, be deemed to have a 'handicap' or 'disability' as defined under Federal, state, or local handicap and disability discrimination laws.

- C If an employee voluntarily comes forth to seek treatment for a drug-related event and the employee has not previously tested positive for drug use, the Company will not discharge, punish, or discriminate against the employee. The Company may nonetheless take action to ensure the health and safety of all stakeholders. The Company shall also determine whether an employee, if referred for drug treatment and counseling, should be temporarily reassigned to another position.
- D In the Company's sole discretion, disciplinary action for a violation of this Policy or a positive and verified drug test may include:
 - 1 Disciplinary or corrective action up to and including immediate termination; or
 - 2 Requiring the employee to satisfactorily participate in a drug abuse assistance, treatment, counseling, or rehabilitation program, approved by, and for such purposes by Federal, state, local health, law enforcement, or other appropriate agency.
- E Disciplinary actions taken by the Company shall be consistent with all applicable federal, state, and local laws.
- F Employees referred to drug abuse assistance, treatment, counseling, or rehabilitation program by the Company must immediately cease any drug use, may be subject to periodic unannounced testing in accordance with applicable federal, state, or local law, and must comply with all other conditions of the treatment and counseling program. The Company shall pay for all drug tests it requires, however, is not responsible for expenses incurred as a result of an employee's participation in a treatment program.

3.6 Drug-Free Awareness Program

In addition to the drug-free workplace testing program, the Company offers company-sponsored benefit programs through various providers. These programs may include inpatient consultations, intensive outpatient services, and hospitalization for mental health disorders and substance abuse, as well as expanded psychiatric and counseling services. In addition, the Company may periodically offer education programs such as:

- A. A discussion of the Company's Policy at new employee onboarding;
- B. Distribution of published educational materials regarding the dangers of drug abuse;
- C. Reorientation of all involved employees in cases in which a drug-related accident or incident occurs; inclusion of the Policy in employee handbooks and any other personnel policy publications; and
- D. Video tape presentations on the hazards of drug abuse.

3.7. Reporting Substance Abuse:

The Company encourages employee participation in facilitating the maintenance of a drug-free workplace. If an employee suspects a violation of this policy, he or she should immediately report this to his or her Manager or Supervisor, or Department Head should the concern involve the employee's Manager or Supervisor. No conduct reprisals, punishment, or retaliatory action will be taken against an employee who registers a concern in good faith.

3.8. Records: Records of employee acknowledgements shall be maintained.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Assurance, a Marsh & McLennan Agency LLC company
20 North Martingale Road
Suite 100
Schaumburg IL 60173

CONTACT
NAME Bernadine Shields
PHONE (A/C. No. Ex.) 847-483-7256 FAX (A/C. No.) (847) 440-9133
E MAIL Bernadine.Shields@MarshMMA.com
ADDRESS

INSURED
Aronia Landscape, Inc
17 Joyce Lane
c/o Elias Tamboureas
Streamwood IL 60107

ARONLAN 01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Auto-Owners Insurance Company	188
INSURER B Hartford Insurance Company	38288
INSURER C	
INSURER D	
INSURER E	
INSURER F	

COVERAGES

CERTIFICATE NUMBER 130313637

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	07452319	4/8/2022	4/8/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Excluding auto) \$300,000 MED EXP Any one person \$10,000 PERSONAL & ADV INJURY \$1,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COMPOUND AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		4945231900	4/8/2022	4/8/2023	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY Per person \$5 BODILY INJURY Per accident \$5 PROPERTY DAMAGE (Per accident) \$5 \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☒ RETENTION \$10,000		4945231901	4/8/2022	4/8/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	83WECAB50VC	6/14/2022	6/14/2023	X PER STATUTE WITH EN EL EACH ACCIDENT \$1,000,000 EL DISEASE EA EMPLOYEE \$1,000,000 EL DISEASE PD CYLMT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Wheaton Park District
600 S. Main St
Wheaton IL 60187

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

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