

## **AGREEMENT FOR NATIVE AREA LANDSCAPE MAINTENANCE SERVICES**

This Agreement for Native Area Landscape Maintenance Services (the "Agreement"), made this 17 day of February, 2022, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 E. Wesley Street, Wheaton, Illinois, and Bedrock Earthscapes LLC., an Illinois corporation (the "Contractor"), with its principal place of business at 1501 E. Harrison Ave, Wheaton, IL, 60187, collectively referred to as the "Parties" or individually as "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 to complete the work of native area landscape maintenance services as more fully described in the Scope of Work in the bid documents and related services in accordance with the Contract Documents (the "Services" or the "Work") for the **Term** specified in Paragraph 3 of this Agreement.

#### **2. Contract Documents**

The Contract Documents consist of this Agreement between the Park District and the Contractor, the Invitation to Bid, Instruction to Bidders, General Terms and Conditions, Contractor's Bid Form dated January 27, 2022 and attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit B**, Addenda one dated January 20, 2022, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. Modifications to this Contract may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

The Contract Documents represent the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the other Party that is not contained in the Contract Documents shall be valid or binding. In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Agreement and the General Conditions; c) Specifications; and d) Contractor's Proposal.

### **3. Term**

The term of this Agreement shall be for one (1) year, commencing on March 1, 2022 and expiring on December 31, 2022, unless terminated earlier pursuant to the terms of this Agreement (the "Initial Term").

This Agreement may be renewed by the Park District, in its sole discretion, for two (2) additional one (1) year periods as follows:

- a) commencing on March 1, 2023 and expiring on December 31, 2023 ("Second Term");
- b) commencing on March 1, 2024 and expiring on July 31, 2024 ("Third Term")

(collectively, the Initial, Second and Third Term shall be referred to as the "Term"), for the Contract Sums specified in Section 5 of this Agreement and upon such other conditions as the Parties mutually agree.

### **4. Performance of Work**

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 Park District for any other work at the Project sites.

### **5. Contract Sum**

- a. The District agrees to pay Contractor for the proper and timely performance of the Services in strict accordance with the following: *See Table below.*

	2022	2023	2024	Three Year Total
Northside Park	\$15,800.00	\$16,750.00	\$17,760.00	\$50,310.00
Cosley Zoo	\$950.00	\$1,000.00	\$1,050.00	\$3,000.00
CAC Detention Area - West side of Main St.	\$900.00	\$950.00	\$1,000.00	\$2,850.00
Central Park Hill - West of Mariano's Parking Lot	\$850.00	\$900.00	\$1,000.00	\$2,750.00
Elliot Lake	\$2,575.00	\$2,650.00	\$2,700.00	\$7,925.00
Wheaton Oaks Property – West Side of Gary Ave.	\$3,750.00	\$3,900.00	\$4,100.00	\$11,750.00
Thompson Detention Area – East Side of Gary Ave.	\$2,075.00	\$2,130.00	\$2,200.00	\$6,405.00
Lincoln Marsh	\$1,610.00	\$1,710.00	\$1,810.00	\$5,130.00
Toohey Park	\$1,220.00	\$1,250.00	\$1,300.00	\$3,770.00
	2022 Total	2023 Total	2024 Total	Grand Total Amount
	\$29,730.00	\$31,240.00	\$32,920.00	\$93,890.00

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

- b. Contractor understands and agrees that the number of locations and area for Maintenance Services shown in the aerial maps, including any related Services, needed by the District, may increase or decrease during the Initial Term and, as a result, the estimated Contract Sum shall be adjusted accordingly, but only after Contractor has received prior written direction from the District for the requested change(s):

## **6. Payment**

Contractor shall submit to the Park District monthly invoices itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

## **7. Performance of the Services**

Contractor agrees to perform all Services in a good and workmanlike manner. In performance of the Services, Contractor shall not interfere in any way with and shall cooperate fully with District employees and any other contractors procured by the District.

## **8. 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.

## **9. Safety of Persons and Property**

- A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, the personnel, means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall all 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 and other persons who may be affected thereby;
  - 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;

- iii. Park District employees, the public, and other persons present at the site(s) of Contractor's Work; and
  - iv. Personal and real property owned by the Park District.
- 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 at its cost shall promptly remedy damage and loss to Park District real or personal 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 to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

#### **10. Warranty**

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 shall unconditionally guarantee the materials provided for the Work for a period of one year from the date of delivery. If, within the guarantee period, any defects or signs of defects are noted which, in the opinion of the Park District, are due to faulty materials, the Park District shall notify the Contractor. At the Contractor's expense, the Contractor shall replace or adjust the materials to the correct condition to the complete satisfaction of the Park District.

#### **11. Correction of Deficiencies**

If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within forty-eight (48) business hours 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.

## **12. Cleaning Up**

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

## **13. Title**

Title to the 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.

## **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. Park District may terminate the Agreement, in whole or in part, for cause as follows:
  - (i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously,

Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure. In the event of termination pursuant to this Section: 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 11 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 a 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. Notwithstanding anything in this Agreement to the contrary, Contractor's obligations under Section 16 shall survive the termination or expiration of this Agreement.

## **15. Insurance**

Contractor will procure and maintain, during the Term, the insurance coverage requirements as set forth in the bid documents and are incorporated or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

## **16. Indemnification**

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 or the products supplied by Contractor, provided that any such claim, damage, loss or expense (i) arises out of 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 any 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. Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

## **17. Compliance with Laws and Permits**

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in Contractor Compliance and Certifications Attachment. 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.

## **18. 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, and the parties hereby consent to, and waive objection to, the jurisdiction and venue of said court, but only after exhausting all possible administrative remedies. In the event the Park District initiates litigation under, regarding or to enforce this Agreement and is the prevailing party, it shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based



upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. 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.

#### **19. 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.

#### **20. 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.

#### **21. 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.

## **22. 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.

## **23. 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.

## **24. Subcontracts**

Contractor shall not subcontract this Agreement or any part of this Agreement without the prior written consent of the Park District. 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, including without limitation this Agreement, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

## **25. Notices**

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile or e-mail transmission, provided such transmission together with confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District:     Wheaton Park District  
                                  102 E. Wesley Street  
                                  Wheaton, IL 60187  
                                  (Fax) 630-665-5880  
                                  Attention: Executive Director

If to Contractor:        Bedrock Earthscapes, LLC  
                                  1501 E. Harrison Ave.  
                                  Wheaton, IL 60187  
                                  Attention: Bill Bedrossian

**26. 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.

**27. 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.

**28. 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 WHERE OF** the Parties hereto have set their respective hands and seals the day and year first above written.

**WHEATON PARK DISTRICT**

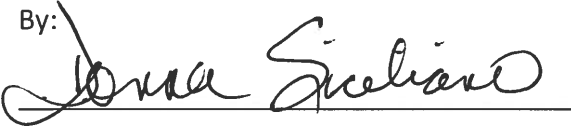
By:



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Attest:

By:



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**CONTRACTOR**

By:

*William Bedrossian*

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Attest:

By:

*Susan Bedrossian*

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**Exhibit A**  
**Contractor's Proposal Attachment**

**PROPOSAL TO THE WHEATON PARK DISTRICT  
BOARD OF PARK COMMISSIONERS  
FOR NATIVE AREA LANDSCAPE MAINTENANCE SERVICES**

The undersigned Bidder agrees that should this bid 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:

**Attachment "B"**

**BASE BID PROPOSAL**  
(Must be submitted with bid)

	2022	2023	2024	Three Year Total
Northside Park ( <i>Lagoon shoreline, sled hill &amp; detention area</i> )	\$ 15,800	\$ 16,750	\$ 17,760	\$ 50,310
Cosley Zoo	\$ 950	\$ 1,000	\$ 1,050	\$ 3,000
CAC Detention Area - West side of Main St.	\$ 900	\$ 950	\$ 1,000	\$ 2,850
Rotary Park Hill - West of Mariano's Parking Lot	\$ 850	\$ 900	\$ 1,000	\$ 2,750
Elliot Lake	\$ 2,575	\$ 2,650	\$ 2,700	\$ 7,925
Wheaton Oaks Property – West Side of Gary Ave.	\$ 3,750	\$ 3,900	\$ 4,100	\$ 11,750
Thompson Detention Area – East Side of Gary Ave.	\$ 2,075	\$ 2,130	\$ 2,200	\$ 6,405
Lincoln Marsh	\$ 1,610	\$ 1,710	\$ 1,810	\$ 5,130
Toohey Park	\$ 1,220	\$ 1,250	\$ 1,300	\$ 3,770
Annual Total	\$ 29,730	\$ 31,240	\$ 32,920	<b>Grand Total Amount</b> <b>\$ 93,890</b>

**Total Bid Amount/Grand Total:** Ninety-three thousand eight hundred ninety dollars.

**COMPANY NAME:**

**Bedrock Earthscapes, LLC**

**Attachment "B" (Continued)**

**UNIT COSTS FOR NATIVE AREA LANDSCAPE MAINTENANCE SERVICES**  
(Must be submitted with bid)

Item	Unit	Unit Cost (per Trapping Incident)
MUSKRAT CONTROL	Per Trapping Incident	\$ varies based upon the size of the problem and population \$1,200 to \$2,500

Item	Unit	Unit Cost (per Square Yard)
EROSION CONTROL	Per Square Yard	\$ 3.50

Item	Unit	Unit Cost (per Square Yard)
SEEDING & BLANKET	Per Square Yard	\$ 3.10

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: January 20, 2022  
Addendum No.            Dated:             
Addendum No.            Dated:           

**COMPANY NAME:**

Bedrock Earthscapes, LLC

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

<b>COMPANY NAME:</b>	Bedrock Earthscapes, LLC				
<b>NAME OF BIDDER:</b>	Bill Bedrossian				
<b>TITLE:</b>	Owner/Managing Member				
<b>ADDRESS OF BIDDER:</b>	1501 E Harrison Ave				
<b>CITY, STATE and ZIP:</b>	Wheaton, IL 60187	<b>FAX NUMBER:</b>			
<b>PHONE NUMBER:</b>	630-461-1159	<b>E-MAIL:</b>	bill@bedrockearthscapes.com		
<b>CELL PHONE NUMBER:</b>	630-461-1159				
<b>DATED THIS</b>	27th	<b>DAY OF</b>	January	<b>2022</b>	
<b>SIGNATURE:</b>					

PROPOSAL TO THE WHEATON PARK DISTRICT  
BOARD OF PARK COMMISSIONERS  
FOR NATIVE AREA LANDSCAPE MAINTENANCE SERVICES

Bedrock Earthscapes, LLC  
1501 E. Harrison Avenue  
Wheaton, IL 60187

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 Drawings and 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 Wheaton 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 furnish a Bid Bond in accordance with the Instructions to Bidders;
- I. 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;



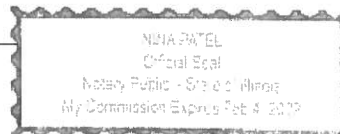
- J. That the Bidder shall have full responsibility for coordinating, expediting, and managing payment requests, and administering the Contract and subcontractors.
- K. That the Bidder has submitted, in order to be considered eligible for this job, a list of all contracts of similar size and scope within the past three years; and
- L. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this 20<sup>th</sup> day of JANUARY, 2022.

Name: WILLIAM BARDHOIAN  
 By: BARDHOIAN PARTNERS LLC  
 Signature: [Signature]  
 Title: OWNER

SUBSCRIBED AND SWORN TO before me  
 this 20 day of January, 2022.

[Signature]  
 Notary Public



STATE OF ILLINOIS     )  
                                       )  
 COUNTY OF DUPAGE    )

**Exhibit B**  
**Contractor's Compliance and Certifications Attachment**  
**Attachment "F"**

(Must be Submitted With Bid)

**CONTRACTOR COMPLIANCE AND CERTIFICATIONS**

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

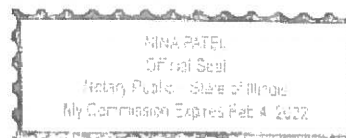
STATE OF Illinois  
COUNTY OF DePue )ss

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that William Bedrossian 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: 2/20/2022

(SEAL)

Nina Patel  
(Notary Public)



**Exhibit C**  
**Insurance Attachment**

Contractor shall obtain and maintain at its cost for the Term of this Agreement, insurance of the types and in the amounts listed below.

**A. Commercial General and Umbrella Liability Insurance**

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

CGL insurances 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, products, materials or services supplied by Contractor, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

**B. Business Auto and Umbrella Liability Insurance**

If applicable, 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 provided contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### **C. Workers Compensation Insurance (if applicable)**

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

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).

### **D. General Insurance Provisions**

#### **1. Evidence of Insurance**

Prior to commencing the Services, Contractor shall furnish 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 District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested. Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of 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.

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

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

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

## **2. Acceptability of Insurers**

For insurance companies which obtain a rating from A. M. Best, the 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 District has the right to reject insurance written by an insurer it deems unacceptable.

## **3. Cross-Liability Coverage**

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

## **4. Deductibles and Self-Insured Retentions**

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

## **5. Subcontractors**

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

