

CONTRACT FOR JANITORIAL SERVICES

This Contract, made this 15 day of July, 2015, 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 Perfect Cleaning Service Corp, an Illinois corporation (the "Contractor"), with its principal place of business at 5852 N. Northwest Highway, Chicago, Illinois, 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 required to complete the following work: janitorial services, as indicated in the General Conditions, Specifications and Facility Task Schedules in the Project Manual dated April 22, 2015 (the "Work"), attached to and incorporated as part of this Agreement as **Exhibit A**. Contractor shall perform the Work at the Wheaton Park District Community Center, 1777 S. Blanchard Road, Wheaton, Illinois ("Community Center") as specified in the Project Manual.

2. Contract Documents

The Contract Documents consist of this Contract between the Park District and the Contractor, the Project Manual, the Contractor's Proposal dated May 7, 2015 and attached to and incorporated as part of this Agreement as **Exhibit B**, any addenda issued prior to the execution of this Contract and modifications issued after the execution of this Contract. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

3. Term

Unless terminated earlier as provided in this Agreement, the term of this Contract shall be for one (1) year, commencing on the date fixed by a Notice to Proceed ("Initial Term"), and shall automatically renew for two (2) successive one-year periods (each one-year period shall be referred to as the "Renewal Term") unless either Party notifies the other Party, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, in writing of its intention not to renew the Contract.

4. Performance of Work

Contractor agrees to perform all Work in a good and workmanlike manner and otherwise comply with requirements of the specifications in the Project Manual. Contractor shall not interfere in any way with, and shall cooperate fully with, other contractors used by Park District

next scheduled use for all other rooms), the Park District will correct the deficiencies and shall deduct from payment then or thereafter due the Contractor, the cost of correcting such deficiencies at a cost of \$20.00/hr with a \$20.00 minimum. If the amount deducted by the Park District exceeds the payments then or thereafter due the Contractor, the Contractor shall pay the difference to the Park District.

7. Bonds

Contractor shall provide a Performance Bond and Labor and Material Payment Bond as specified in the Project Manual.

8. Changes

Minor field changes may be made upon approval of the Park District's designated field representative. Any other changes must be submitted in writing to the Park District for review and approval. For purposes of this Agreement, a minor field change shall mean any change that does not modify the Contract Sum, does not affect Contractor's time to perform the Work, or otherwise does not materially change the scope of Work.

9. Cleaning Up

The Contractor shall keep the Community Center and surrounding area of each facility free from accumulation of waste materials or rubbish caused by performance of the Work. At completion of any portion of the Work, 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 in the Contract Documents, the Park District may do so and the cost thereof shall be charged to the Contractor.

10. 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
 - 1. employees engaged in the Work, Park District employees and patrons, and other persons who may be affected thereby;
 - 2. 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; and
 - 3. other property at the Community Center, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- 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.

Contractor. If Contractor otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within ten (10) business 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 the event of termination pursuant to this Paragraph 11.b., the Park District shall not be liable to Contractor for all or any portion of the Contract Sum. Contractor shall be liable to the Park District and shall pay the Park District promptly upon demand: i) the costs the Park District incurs in completing or remedying any work not properly performed by the Contractor; and ii) the increased cost to the Park District of obtaining services from the substitute Contractor(s), including, without limitation, the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees.

- c. If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a receiver is appointed on account of Contractor's 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, (i) immediately terminate the retention of Contractor and/or (ii) 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 and/or services are completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the work and/or services, 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.

12. Insurance

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

A. Commercial General and Umbrella Liability Insurance

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

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

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

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish 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 Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested.

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

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

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

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Park District whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Park District'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

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 Contract. The Contractor must provide Owner with a complete set of Occupational Safety and Health Administration Approved Safety Data Sheets of all chemicals which the Contractor uses at the Community Center to complete the Work. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Contract.

15. Time

Time is of the essence for all matters concerning this Contract.

16. Notice

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as any Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection:

FOR THE PARK DISTRICT:

Wheaton Park District
102 E. Wesley Street
Wheaton, Illinois 60187
Attn: Executive Director

FOR THE CONTRACTOR:
Perfect Cleaning Service Corp.
5852 N. Northwest Highway
Chicago, Illinois 60631

17. Choice of Law and Venue

This Contract is governed by the laws of the State of Illinois. Any suit or action arising under this Contract shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the prevailing party 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 Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract. Contractor acknowledges that each provision of this Contract is important and material to the business and success of the Park District, and agrees that any

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; provided, however, Contractor may assign this Agreement at any time to a parent, subsidiary or related company by giving the Park District prior written notice thereof.

23. Entire Agreement

This Contract 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 Contract shall be valid or binding. Modifications to this Contract may only be made in writing and endorsed by the Parties.

24. Headings

The headings for each paragraph of this Contract 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 Contract nor in any way affect this Contract.

25. Severability

The invalidity of any section, paragraph or subparagraph of this Contract shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable, such provision shall be deemed severable and the Contract 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:


~~President~~ Exec Dir / Sec
Board of Park Commissioners

Attest:

By:





**BID PROPOSAL FOR JANITORIAL SERVICES 2015
TO THE WHEATON PARK DISTRICTBOARD OF COMMISSIONERS**

- A. The undersigned, as a Bidder, declares that he/she has carefully examined the site, and all Specifications and that he/she is thoroughly familiar therewith.
- B. All Subcontractors to be included have been listed on this bid proposal by registered company name, address, phone number and work to be executed.
- C. All modifications have been submitted with this bid proposal.
- D. The undersigned has checked carefully the bid proposal figures and understands that he/she shall be responsible for any errors or omissions based on these Specifications or alternates as submitted on the Bid Form.
- E. 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 if it be in the best public interest, and to waive any technicalities.
- F. The undersigned declares that this bid is made without connection with any person making another bid for the same contract and that the bid is in all respects fair and without collusion or fraud.
- G. In submitting this bid, the undersigned agrees that the Contractor shall have full responsibility for coordinating, expediting, managing payment requests, and administering the work and subcontractors.
- H. The Bidder has submitted, in order to be considered eligible for this job, a list of five (5) projects/services for which he/she has completed similar work in the past three (3) years, all projects/services he/she has in progress at this time, all litigation filed by or against Bidder in the past five (5) years, and all instances in which Bidder was rejected for not being a responsible bidder.
- I. The Bidder has submitted with this bid proposal a bond equal to 10% of the total bid and a signed Contract.
- J. Contractor shall hold the bid open for ninety (90) days subsequent to the date of the bid opening.
- K. Contractor shall 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 the insurance and bonds required by the Contract Documents; and
 - (b) Accomplish the work in accordance with the Contract Documents.

**BID PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK
COMMISSIONERS FOR JANITORIAL SERVICES 2015**

The undersigned Bidder agrees that should this bid proposal be accepted by the Owner, he/she will be bound to the Wheaton Park District Board of Park Commissioners to furnish all labor, materials, tools and equipment, and perform all work necessary for the Wheaton Park District to complete the work of all items detailed in the Specifications for the amounts set forth as follows (please complete in ink or type):

BASE BID: This bid proposal consists of providing the materials, labor, site work, services, and equipment necessary for the completion of the work stated in the Contract Documents.

Price for "Task Schedule" – Community Center – 1777 S. Blanchard

Year 1	Year 2	Year 3
\$59,400.00	\$59,400.00	\$59,400.00

Total One Hundred Seventy Eight Thousand Two Hundred Twenty Dollars (\$178,200.00)

State number of staff to be performing nightly cleaning routine: 3

Note:

* A minimum of five staff is needed Monday thru Friday 10 PM to 5 AM; Saturday 7 PM to 2 AM; Sunday 6 PM to 1 AM)

** Cleaning services will not be needed two days out of the year. These include January 1 and December 25.

Price for "Task Schedule" – Central Athletic Center – 500 S. Naperville Road

Year 1	Year 2	Year 3
\$9,360.00	\$9,360.00	\$9,360.00

Total Twenty Eight Thousand Eighty Dollars (\$28,080.00)

State number of staff to be performing nightly cleaning routine: 2

Rates for extra requests:

Housekeeping/ Porter (day)	\$ 18.75	Per man hour
Housekeeping/ Porter (night)	\$ 18.75	Per man hour
Projects (carpet/ floor work)	\$ 25.00	Per man hour
Emergency Services	\$ 25.00	Per man hour

Addendum # 1

have been received and acknowledged.

COMPANY NAME: PERFECT CLEANING SERVICE CORP

PROJECT: JANITORIAL SERVICES 2015

SUB-CONTRACTORS:

1.	Company Name:	NONE	Phone:
	Trade:		
	Contact:		
2.	Company Name:		Phone:
	Trade:		
	Contact:		
3.	Company Name:		Phone:
	Trade:		
	Contact:		
4.	Company Name:		Phone:
	Trade:		
	Contact:		

REFERENCES:

1.	Project Name:	SEE ATTACHED	Phone:
	Date:		
	Contact:		
2.	Project Name:		Phone:
	Date:		
	Contact:		
3.	Project Name:		Phone:
	Date:		
	Contact:		
4.	Project Name:		Phone:
	Date:		
	Contact:		

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.

- G. (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 Park District 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 Park District and the Park District's employees and agents), to procure improperly special or unusual treatment with respect to this Contract or for the purpose of otherwise improperly influencing the relationship between the Park District and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Contractor is not barred from contracting with the Park District 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 Park District, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- K. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that



PERFECT

CLEANING SERVICE, INC.

REFERENCES

MWRD OF GREATER CHICAGO
6201 W PERSHING RD.
STICKNEY, IL
Contact: TOM MIGLINAS
Telephone: 708 588 3319

ELMHURST PARK DISTRICT
186 S. WEST AVE.
ELMHURST, IL 60126
Contact: GREG UTASKI
Telephone: 630 833 5064

SCHAUMBURG PARK DISTRICT
235 E. BEECH DR.
SCHAUMBURG, IL 60193
Contact: DOUG KETTEL
Telephone: 847 985 2115

IVY TECH COMMUNITY COLLEGE
1440 E 35TH AVE.
GARY, IN
Contact: JOE PLASEK
Telephone: 219 981 1111

BUTLER SCHOOL DIST. #53
2801 YORK RD.
OAK BROOK, IL 60523
Contact: BOB JAKUPI
Telephone: 630 573 2887

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

B 1158813

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Perfect Cleaning Service, Inc.

5852 North Northwest Highway Chicago, IL 60631

as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Principal), as Surety, (hereinafter called the Surety), as Surety,

are held and firmly bound unto Wheaton Park District

(hereinafter called the Obligee)

in the full and just sum of 10 % Percent of the Total Bid Amount
(10%), good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 6th day of May A.D. 2015.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60 days to the Principal for Janitorial Services

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

WITNESS:

Perfect Cleaning Service, Inc.

Justino Garza
(If individual or Firm)

Lenon Dela

(SEAL)

(SEAL)

(SEAL)

Principal

ATTEST:

[Signature]
(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Attorney-in-Fact
Mark G. Levinson



SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1158813

STATEMENT OF FINANCIAL CONDITION

Public Bid

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2014:

ADMITTED ASSETS (in thousands)

Bonds	\$1,303,728
Preferred stocks at convention value	0
Common stocks at convention values	133,163
Subsidiary common stock at convention values	0
Short-term investments	52,485
Mortgage loans on real estate (including collateral loans)	35,961
Other invested assets	71,670
Interest and dividends due or accrued	13,300
Premiums receivable	294,449
Other admitted assets	139,859
Total admitted assets	2,044,615

LIABILITIES AND SURPLUS (in thousands)

Reserve for losses and loss expenses	\$925,453
Reserve for unearned premiums	303,624
Provision for unauthorized reinsurance	1,646
Commissions payable and contingent commissions	22,483
Other accrued expenses	19,802
Other liabilities	278,639
Total liabilities	1,551,647
Surplus as regards policyholders	492,968
Total liabilities and surplus as regards policyholders	2,044,615

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 10 day of March 2015.

Michael H. Lanza
SICA Corporate Secretary



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 10 day of March 2015, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

Notary Public

My Commission Expires:

Charlene Kimble

Notary Public of New Jersey

My Commission Expires 6/2/2016



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNumberB 1158813

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2013, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$463,437,879	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$46,344,000	July 1, 2014

(4) The amount of the bond to which this statement and certification is attached is
\$ 80,000.00

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

Timothy A. Marchio
(Signature of certifying agent/officer)

Timothy A. Marchio
(Printed name of certifying agent/officer)

Vice President, Bond SBU
(Title of certifying agent/officer)

Dated: May 6th 2015
(month, day, year)

EXHIBIT B
INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. Insurance

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or at Owner's sole option on a more current ISO form or a substitute form providing at least equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing at least equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage at least equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured

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. 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.

I. Indemnification

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

EXHIBIT C
CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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

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; and 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds.
- 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.
- E. 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 of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Park District, immediately in writing, if it occurs prior to entering into the Contract therewith.
- F. 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.
- G. (i) Contractor's 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 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 Park District 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 Park District and the Park District'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 Park District 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.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois