

**INVITATION TO BID  
BURR RIDGE PARK DISTRICT  
MOWING AND SEASONAL LANDSCAPING SERVICES CONTRACT,  
APRIL 1, 2024 – APRIL 30, 2026  
15W400 HARVESTER DRIVE  
BURR RIDGE, ILLINOIS 60527**

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The Burr Ridge District is accepting bids for a contract with the District for the Mowing and Seasonal Landscaping Services Contract – April 1, 2024 – April 30, 2026, to provide labor, materials and equipment to perform mowing and seasonal landscaping services for approximately eighty (80) acres of outdoor grounds.

Bid Documents, including Specifications, may be obtained beginning Friday, October 20, 2023, on the Burr Ridge Park District website at [www.brpparks.org](http://www.brpparks.org) within the yellow box on the home page. Bidders shall utilize copies of the bid forms provided there.

The Board of Park Commissioners reserves the right to accept or reject any and all bids, and reserves the right to waive any or all technicalities.

Bids shall be submitted in a sealed envelope marked "Bid Proposal – Mowing and Seasonal Landscaping Services Contract – April 1, 2024 – April 30, 2026".

Bids shall be submitted on or before 10:00 AM, November 17, 2023, in the Administrative Office of the Burr Ridge Park District Community Center, 15W400 Harvester Drive, Burr Ridge, IL 60527 and will be publicly opened and read aloud at that time.

All bidders must comply with applicable Illinois law requiring the payment of prevailing wages to all laborers, workers and mechanics, as determined by the Illinois Department of Labor. All bidders must comply with the Illinois statutory requirements regarding labor, including equal employment opportunity laws.

The District encourages women and minority business firms to submit bids and encourages bidders to utilize minority businesses for supplies, equipment and services.

Jamie Janusz, Secretary  
Board of Park Commissioners

# **BURR RIDGE PARK DISTRICT**

15W400 HARVESTER DRIVE  
BURR RIDGE, ILLINOIS 60527

PHONE: (630) 920-1969

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MOWING AND SEASONAL LANDSCAPING SERVICES  
CONTRACT SPECIFICATIONS  
APRIL 1, 2024 - APRIL 30, 2026  
(Two One Year Terms)

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## SECTION I: INSTRUCTION TO BIDDERS

### A. General Information

1. Contract Objective: The Burr Ridge Park District, hereinafter referred to as "District" or "Owner" is seeking the most economical, yet highest quality program for maintaining its park areas located within the jurisdictional boundaries of the District. To this end, the District is hereby inviting park and landscape maintenance contractors with appropriate technical training and knowledge to submit bid proposals for a maintenance program for two one year terms, to automatically roll from term to term, unless notice of termination is otherwise provided, that will **begin April 1, 2024 and end April 30, 2026**, with an option to the District to extend the contract one additional term until April 30, 2027, by notice of the District to the contractor prior to the end of the third one year term. Bid pricing set forth in this submission shall be firm through April 30, 2026. Year #1 is April 1, 2024 to April 30, 2025. Year #2 is May 1, 2025 to April 30, 2026. A potential year #3 would be May 1, 2027 – April 30, 2028.
2. Contract Description: The District does not employ its own full time park maintenance staff. Therefore, this contract consists of labor, materials and equipment necessary to complete routine park maintenance work. More details are provided in Section III. Performance standards for all jobs known to exist are a part of the Contract, which performance standards are hereby incorporated herein by reference. In cases where no District performance standards exist, it is the intent of this contract that the contractor practices due care and safety at all times. Payment for services rendered will be made based upon either the Contractor's unit bid price or on a time and materials basis as specified in Section IV (Bid Documents) of this document.
3. Contract Value: The District anticipates that the annual value of services rendered under this contract will range between \$125,000 and \$175,000, depending on growing conditions and weather parameters.

### B. Submitting and Awarding of Bids

1. Bid Schedule: Bid proposals are to be submitted on or before 10:00 a.m. on Friday, November 17, 2023, using the bid proposal forms found in this bid packet. Bid opening is scheduled for Friday, November 17, 2023 at 10:00 a.m. at the Burr Ridge Park District, 15W400 Harvester Drive, Burr Ridge, IL 60527. Anticipated date of contract award is December 12, 2023.
2. Bid Materials: The Contract will include all sections of this bid document in their entirety. All proposals must include completed COMPANY PROFILE and CONTRACTOR/OWNER AGREEMENT forms which are provided herein. The Contractor may also provide a one page narrative pertaining to his Company if desired.

Prior to contract award, the District may request an inventory of Contractor equipment that is necessary in completing assigned work in a safe and efficient manner. The District may also request an inspection of the Contractor's maintenance yard and equipment fleet prior to awarding the contract. The District reserves the right to investigate competency levels regarding specific skills discussed in Section III.

3. Job Familiarization: In order that the bidder has a complete understanding of the work included in this contract, a walking tour of each park area is suggested prior to bid proposal submittal. Contact the Director of Parks and Recreation if you have any specific questions regarding any park property. It is important that the bidder has a correct understanding of Park District property borders in order to be accurate with their pricing.
4. References: The District consistently implements high quality and performance standards for its park and facilities, maintaining one of the better park systems in the Chicagoland area. As such, the successful bidder will be required to demonstrate the experience and competency necessary to maintain these standards at levels currently being implemented via the expiring contract. Please direct your attention to Section IV of the Bid Documents and the request for references. Your references should involve work performed that is similar to the size and scope of this contract.
5. Accept/Reject Bids: The District reserves the right to accept, reject or negotiate any bid or portion thereof, and to waive any formality or technicality in bidding, in order to award a Contract that will serve the best interest of the District. The Contract will be awarded to the Contractor who submits the lowest responsible bid AND who, in the sole opinion of the District, has the ability and experience to perform all required work in an efficient and timely manner at required quality standards

## SECTION II: GENERAL CONDITIONS

### A. Insurance

Attached to this document are separate insurance requirements which must be met prior to award of the contract. Insurance coverage required will also include contractual liability

### B. Other Conditions

1. Contractor/District Conferences: At no additional cost to the District, the Contractor shall designate either itself or a responsible company agent as an overall foreman to meet with the Director of Parks and Recreation on an as-needed basis during the life of the Contract to review the work accomplished and to discuss work to be completed.
2. Job Site Conferences: An English speaking person must be at all job sites at all times during the work.
3. Property Damage: The Contractor agrees to repair or replace any vegetation or property damage caused by the Contractor's operations to the satisfaction of the Director of Parks and Recreation, at the Contractor's sole expense.
4. Job Surety: Should the Contractor default or neglect to carry out the work in accordance with the contract specifications, or fail to perform a provision of the Contract, the District may, after seven days written notice to the Contractor, and without prejudice to any other remedy it may have, cause completion of such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the District's option, the District may terminate the Contract.
5. Safety Practices: The Contractor agrees to follow all product safety standards as well as all District safety policies as written in the "Burr Ridge Park District Safety Manual", which manual is hereby incorporated herein by reference. Safe work practices not specifically defined in the safety manual, and within the purview of this contract, are the direct responsibility of the contractor with regard to procurement, training, and execution.
6. Contractor Responsibilities: The Contractor shall furnish all necessary labor and equipment required to perform all work included in this Contract. All work performed by the Contractor shall be completed in a timely manner on a mutually agreeable schedule between the Contractor and the Director of Parks and Recreation. At times, the District may elect to order product and materials directly.
7. Purchases Requests: Purchases by the Contractor for supplies or equipment to be reimbursed by District must have prior approval of the Director of Parks and Recreation.

8. Invoicing: The Contractor shall submit a request for payment on or before the 1st day of each month which includes an itemized listing of all work performed during the period covered for payment. Payment will be made by the District within 45 days of invoice receipt.
9. Omissions: This contract, together with any consultation between the Contractor and the Director of Parks and Recreation prior to submitting the bid proposal, are intended to include all information necessary for the work contemplated. In case(s), by inadvertence or otherwise, this Contract omits information necessary for that purpose, the Contractor shall, nevertheless, be required to perform such work at either no additional expense to the District, or at a negotiated cost with the District, so that the maintenance program may be accomplished according to the true intent and purpose of the Contract.
10. Subcontractors: During the life of this Contract, it may be necessary that the Contractor hire a Subcontractor not listed in Contractor/Owner Agreement section of this Contract in the performance of an assigned project. In this event, the Contractor must submit a Subcontractor's proposal for the work to be performed for prior approval by the Director of Parks and Recreation. In the event of a Subcontractor for any job, said Subcontractor must submit satisfactory evidence of insurance, naming the Burr Ridge Park District as an additional insured, in the coverage requirements specified in Section II's addendum. The Park District reserves the right to hire other contractors that may be required for specific jobs.
11. Public Contracting Certifications: The Contractor agrees to comply with all applicable requirements of the Criminal Code of 1961 (720 ILCS 5/33 E-3 et seq.) A copy of this certification is attached to this bid document.
12. Applicable Laws: The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body, now in effect or which may be in effect during performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and intrastate and Interstate Commerce Commission regulations, orders, compensation laws, prevailing wage laws, Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations or EEOC statutory provisions and rules and regulations. Any breach of the foregoing laws, regulations or rules shall constitute breach of this Contract. This Contract shall be governed by the laws of the State of Illinois. Venue shall be proper only in the Circuit Court for the Eighteenth Judicial Court, DuPage County, Illinois.
13. Prevailing Wage: General landscaping work required under this Contract is not considered "fixed work" and as such is not subject to the terms and conditions of the Illinois Prevailing Wage Act. If the District seeks a contract for any services which are subject to the Illinois Prevailing Wage Act, those services shall be contracted separately and the contractor will be required to meet all

requirements of the Illinois Prevailing Wage Act, including record keeping and reporting requirements as provided therein.

14. Termination: The District reserves the right to terminate the contract awarded at any time, in the event the Contractor or any subcontractor engaged under its auspices, fails to comport with the terms and conditions set forth in the contract. The District shall provide written notice of Contractor failure to abide by the terms and conditions of the contract, which shall allow the Contractor fourteen (14) days to cure. Should the Contractor fail to cure the condition cited by the District, the Contractor shall be deemed terminated. Thereafter the District shall be financially liable to the Contractor and/or any subcontractor working under its auspices solely for work completed prior to termination.

### **III. TECHNICAL SPECIFICATIONS**

#### **A. Turf Maintenance Specifications**

- 1) Mowing: Mowing is anticipated to be 60-65% of annual contract value. Bid proposals for all mowing are requested on a per cut basis and will be paid on same. A negotiated price per cut will be determined between the Contractor and District should areas not listed in this Contract require mowing during the term of this Contract.
- a) Grass at all mowing areas will be maintained at a 3"-4" height throughout the growing season. Grass height shall be adjusted during the growing season, as dictated by growing conditions. Athletic fields will be mowed at a height which adjusts to different scheduling, weather, and irrigation considerations.
  - b) Grass clipping shall be removed where grass clippings are not spread evenly over the area. All grass clippings will be removed from walkways and sidewalks after each cutting as needed.
  - c) All grass shall be neatly trimmed around all fixed structures, foot paths and paved areas.
  - d) Safety shielding and other manufacturer safety amenities on all mowing equipment shall remain operational at all times.
  - e) Each mowing area shall be completed within one day.
  - f) Either rotary or reel type mowing equipment is acceptable provided an even cut over all mown areas is maintained. See suggested equipment listing.
  - g) Riding mowers must be equipped with suitable flotation tires.



h) The District reserves the right to restrict mowing when climactic conditions have rendered turf in a limited growth dormancy stage.

- 2) Other Grounds Maintenance Services: The Park District intends for the contractor to also perform services such as, but not limited to, mulching playgrounds and plant beds, special turf renovation areas, turf fertilization, tree/shrub planting, spring parks clean-up, tree watering, specified general landscape work and certain materials pick up and deliveries. Certain job functions shall occur a prescribed number of times annually, but many will be pre-arranged "time and material" days as the need arises. Prices identified within the hourly labor w/equipment rates section of the bid sheet shall be utilized for contractual services rendered in this area and shall be billed hourly for these services. The District will work within contractor's scheduling parameters to arrange these service days on mutually agreeable dates when the need arises. The District shall pay vendors directly for grounds maintenance materials and supplies to either be shipped to site or received and transported to the job site by the contractor. At times, certain projects might require equipment not owned by the contractor. These situations will be considered individually and the District will consider renting required equipment. The District anticipates billable hours in this section will represent 35-40% of annual contract value.

3. Tree and Shrubbery Maintenance:

- A. Shrub Trimming: Shrubs in all park areas will be trimmed at least one time each year with additional trimmings completed as requested to maintain a uniform and dense plant growth, as determined by the District. All clippings shall be removed from the park site. The Contractor will make a quotation for a labor hour that is applied to all hand labor services including trimming. Additionally, a unit cost per one ton of clippings removal shall be noted.
- B. Tree and Shrub Mulching: All mulched areas will be maintained at a minimum 3" wood chip mulch. Wood chips will be paid for by the District
1. All mulched areas shall be perimeter cut to a depth of 3" at a distance from trees or shrubs that will avoid damage to trunks and spreading branches by grass cutting mowers, and to provide safety of grass cutting equipment operators.
  2. All tree and shrub mulching operations completed by the Contractor will be done on a time and materials basis and at a volume subject to District direction.
- C. Tree Pruning: When required, pruning will be completed on a time and materials basis. Bigger trees that require specialized pruning equipment will be arranged under separate agreement or with a separate contractor.

- D. Tree and Shrub Watering: Plants in need of watering will be completed by a trickle or root watering method on a time and materials basis. All watering will follow water use restrictions imposed by the Village of Burr Ridge.

#### **4. Spring Clean-up**

The Contractor shall remove from all park areas, all winter debris from around trees, shrub beds, fencing, open ditches, play areas and buildings during the first 2 weeks of April as weather permits. A dump site will be determined by the District. Following a park inspection with the Director of Parks and Recreation, work will be completed on a time and materials basis.

#### **5. Storage of Equipment**

The Contractor may be allowed to temporarily store equipment and supplies on District property, as

long as such storage does not create a safety hazard or adversely affect property aesthetics. Storage will be limited to equipment and supplies needed for District projects, for which on-site storage avoids costly transportation fees which would ultimately be charged to the District. Contractor assumes all responsibility for vandalism, theft, or other damage. Contractor is not allowed to store property not being presently utilized for District business. Director must approve all storage requests in advance.

#### **6. Equipment**

Provided here is a list of equipment that historically has been needed to fulfill the requirements of the contract. This list is not inclusive of all potential equipment, but does offer a good representation of the Contractor requirements. The Contractor is responsible for providing equipment as needed, insuring appropriate back-ups or mechanical maintenance necessary for continuous and timely delivery of services.

##### **A. Trucks**

8 ton dump  
3 ton dump

##### **B. Tractors/Equipment**

Massey 20 loader (example)  
Massey 50 (example)  
Aerators 3' and 8'  
Augers 6" to 36"

Brush Hog 6'  
Flail Mower 7'  
Gill Rake  
Scraper blade  
Rototiller 6'

C. Mowers

Enough of a fleet to mow and trim approximately 80 acres for twenty four cuttings per season.

D. Miscellaneous

Sod Cutter  
Boat & outboard Motor  
Backpack/leaf blower  
Rototiller 5 & 8 HP.  
Gas water pump  
Welder  
Air Compressor  
Portable Generators 900W and 3500W

**7. Time and Material Price Submissions**

Throughout this document, many references are made to fees being paid on a time and materials basis. As noted, an entire year's worth of grounds and facility maintenance cannot be itemized in Contract form. Throughout the year, the Contractor will be asked to perform services on a time and material basis. The Contractor's expertise in multiple service areas as outlined in this section, will not only affect the Contract award decision but also the extent to which the Contractor secures time and material fee projects. Any time and material project beyond the operational services outlined here will require approval of the Director of Parks and Recreation. The District is under no contractual obligation to award time and material projects to the Contractor. Most of the fees which are charged during time and material projects are outlined in the actual bid document under #3, Hourly Labor w/Equipment Rates. The Contractor is required to extend these labor costs to the District for the length of this Contract.

## SECTION IV: BID DOCUMENTS

### A. COMPANY PROFILE

FIRM NAME: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_

BUSINESS ADDRESS:

STREET \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

MAINTENANCE YARD ADDRESS:

STREET \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

# FULL TIME EMPLOYEES \_\_\_\_\_ YRS. IN BUSINESS \_\_\_\_\_

# PART TIME EMPLOYEES \_\_\_\_\_ BANK NAME: \_\_\_\_\_

# SEASONAL EMPLOYEES \_\_\_\_\_ BONDING COMPANY NAME: \_\_\_\_\_

# CLERICAL EMPLOYEES \_\_\_\_\_

REFERENCES:

Please list the name, address, phone number, description of properties, including size, and services performed for your 3 largest clients on a separate company letterhead.

**COMPLETE AND RETURN**

**B. BID PRICE LIST**

**1. Lawn Mowing (One occurrence of all properties being mowed)**

Acreage provided constitutes estimated portion of each park which requires regular mowing.

1. Citizens Park (2.8 acres)	_____	7. Oak Grove Meadows/Ball Field/Path Border (5 acres)	_____
2. Fara Family Park (7.4 acres)	_____	8. Oak Grove Woods (4 acres) Mowed 4 times per year	_____
3. Stevens Park (1.5 acres)	_____	9. Woods Pool (1.5 acres)	_____
4. Lake Ridge Club Park (1.9 acres)	_____	10. McCullough Park (4 acres)	_____
5. Whittaker Park (3 acres)	_____	11. Kraml Park (1 acre)	_____
6. Garywood Park (1.5 acres)	_____	12. Harvester Park (37 acre community park. Recommend arranging site tour for accurate acreage to be mowed.)	_____

THE TOTAL PROPOSAL FOR MOWING ALL AREAS ABOVE IS \$ \_\_\_\_\_

2. **Small Tree & Shrubbery Trimming**

Cost For Removal and Off-Site Dumping of 1 Ton of Trimming Debris: \_\_\_\_\_  
Park District pays dump fees

3. **Hourly Labor w/Equipment Rates:** It is intended that the rates listed here be used to determine jobs being charged on a time and materials basis. All costs are per hour.

Operator w/Sod Cutter \_\_\_\_\_

Operator w/Rototiller \_\_\_\_\_

Operator w/Cushman \_\_\_\_\_

Operator w/Viberplate \_\_\_\_\_

Power Washer with  
operator(per day) \_\_\_\_\_

Laborer w/Hand Tools \_\_\_\_\_

Gas Water Pump (per day) \_\_\_\_\_

Operator w/Weed Eater \_\_\_\_\_

Operator w/Truck

3 Ton \_\_\_\_\_

8 Ton \_\_\_\_\_

Operator w/Leaf Blower \_\_\_\_\_

Operator w/Power Rake \_\_\_\_\_

Operator w/Tractor  
(Includes application of all  
equipment identified in  
Section III, #6 Letter B) \_\_\_\_\_

Operator w/Chainsaw \_\_\_\_\_

Operator w/Edger \_\_\_\_\_

Other Hourly Rates not Itemized Above (if  
any)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SECTION V: CONTRACTOR/OWNER SAMPLE AGREEMENT

THIS AGREEMENT entered into by and between \_\_\_\_\_  
hereinafter referred to as the "Contractor" whose address is \_\_\_\_\_;  
\_\_\_\_\_ and the Burr Ridge Park District, 15W400 Harvester Drive, Burr Ridge, IL, 60527, hereinafter referred to as the "Park District" or "Owner",

WHEREAS, the Contractor will be performing various work under contracts with the Park District entered into and to be entered into from time to time, which work will be performed on and/or off the premises of the Park District and said Contractor may have Subcontractors or one or more employees engaged in the performance of said work:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To comply with all applicable laws, regulations and rules promulgated by any federal, state, county, municipal, park district or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission Regulations, Workers' Compensation Laws, Prevailing Wage laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, the Human Rights Commission, or the EEOC statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the Park District, its officers and employees against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or Subcontractors of the Contractor or Park District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor or any Subcontractor hereunder.
3. To keep in force, to the satisfaction of the Park District, at all times during the performance of the work referred in this document, insurance coverage as specified in addenda to this document identified as "Insurance Requirements - Construction, Maintenance and Repair Projects Routine" and Endorsement CG 20 10 10.

**SAMPLE – DO NOT RETURN**

4. To execute a certification that it is not barred from contracting with any unit of state or local government as a result of a violation of the aforesaid statutory provisions.
5. To indemnify the Park District for a loss it may sustain by theft or other cause from the acts or negligence of the employees of the Contractor or the Subcontractors.
6. Documents which constitute the Contract shall include the following:
  - a. The Instructions to Bidders;
  - b. General Conditions;
  - c. Technical specifications;
  - d. Bid Documents;
  - e. Contractor/Owner Agreement.
  - f. Certificates

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or Subcontractors are in no sense employees of the Park District, it being specifically agreed that, with respect to the Park District, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

This agreement shall be in effect for a term of one year, for two automatic rolling terms, unless otherwise terminated or extended, from the first day of April, 2024, until the 30<sup>th</sup> day of April, 2026, inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

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

BURR RIDGE PARK DISTRICT

By: \_\_\_\_\_

Title: Director of Parks and Recreation



**SAMPLE – DO NOT RETURN**

**CERTIFICATE OF COMPLIANCE  
720 ILCS 5/33E-1 *et. seq.*,  
BURR RIDGE PARK DISTRICT  
MOWING AND SEASONAL LANDSCAPING CONTRACT**

---

\_\_\_\_\_, the Contractor under a certain contract dated \_\_\_\_\_, 2023, with the Burr Ridge Park District for the Mowing and Seasonal Landscaping Contract, hereby certifies that said Contractor is not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision of the Criminal Code of 1961 720 ILCS 5-333E-1 *et. seq.* (bid-rigging, bid rotation), and that no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue.

CONTRACTOR:

By: \_\_\_\_\_

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

SUBSCRIBED AND SWORN TO

before me this \_\_\_\_ day \_\_\_\_\_, 2023 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**SAMPLE – DO NOT RETURN**

**CERTIFICATE OF COMPLIANCE  
DRUG FREE WORKPLACE ACT  
BURR RIDGE PARK DISTRICT  
MOWING AND SEASONAL LANDSCAPING CONTRACT**

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\_\_\_\_\_, the contractor under a certain contract dated\_\_\_\_\_, 2023, with the Burr Ridge Park District for all or a portion of the Mowing and Seasonal Landscaping Contract, hereby certifies that said contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by: A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
  2. Specifying the actions that will be taken against employees for violations of such prohibition.
  3. Notifying the employee that, as a condition of employment on such contract, the employee will:
    - a. Abide by the terms of the statement; and
    - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- B. Establishing a drug free awareness program to inform employees about:
1. The dangers of drug abuse in the workplace;
  2. The contractor's policy of maintaining a drug free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by subsection (A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- D. Notifying the Burr Ridge Park District within 10 days after receiving notice under part (b) of paragraph (3) of subsection (A) from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted as required by paragraph (H) below.
- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace throughout implementation of the foregoing.
- H. Employee sanctions and remedies. The contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
1. Take appropriate personnel action against such employee up to and including termination; or
2. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

CONTRACTOR:

By: \_\_\_\_\_

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_day of \_\_\_\_\_, 2023\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**SAMPLE – DO NOT RETURN**

**SUBSTANCE ABUSE PREVENTION CERTIFICATE  
(820 ILCS 265/1, *et seq.*)  
BURR RIDGE PARK DISTRICT  
MOWING AND SEASONAL LANDSCAPING CONTRACT**

I, \_\_\_\_\_ (name of signatory), on oath hereby states and certifies that  
\_\_\_\_\_ (name of Contractor), pursuant to a Contract dated  
\_\_\_\_\_, 2023, with the Burr Ridge Park District for the Mowing and Seasonal  
Landscaping Contract, has complied and will comply with all laws relating to provision of a written  
program for prevention of substance abuse among employees and testing of employees for  
substance abuse, as provided in 820 ILCS 265/1, *et seq.*

CONTRACTOR:

By: \_\_\_\_\_

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2023\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

## **INSURANCE REQUIREMENTS MOWING SERVICES**

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.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, 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 shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 10 01, 01 30 09 97, 20 37 10 01 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.

**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 equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**C. Workers Compensation Insurance**

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

If 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.

**D. 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 beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

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

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

## **2 . 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 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 . 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.

#### **E. 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, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of 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.



## **INSURANCE REQUIREMENTS**

### **ROUTINE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS**

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

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

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, 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 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 Owner. Any insurance or self-insurance maintained by Owner 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 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 10 93, 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 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.

**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 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 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.

**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 project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

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

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

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owners written request for said copies.

## **2. Acceptability of Insurers**

For insurance companies which obtain a rating from AM. Best, that rating should be no less than A VII using the most recent edition of the AM. 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. 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 the Architect and their 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 , 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 the Contractor, any Subcontractor, 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 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.