



Request for Proposal

Labor and Materials

February 14, 2022

2022 Prescribed Burn Services

Site Location: Multiple Sites

636 Ridge Road

Highland Park, IL 60035

Submission Deadline:

Thursday, February 24, 2022 at 2:00pm

Liz Ricketts

Park District of Highland Park

636 Ridge Road

Highland Park, IL 60035

Park District of Highland Park
2022 Prescribed Burn Services

February 14, 2022

Dear Contractors:

The Park District of Highland Park is seeking proposals for contractors to provide the labor and materials for the following project: 2022 Prescribed Burn Services.

The RFP packet is also available on our website at <http://www.pdhp.org/bids-rfps/> and specifies required qualifications, scope of work, submittal instructions and a set of proposal forms. **Please note that if you intend to submit a proposal for this project, then it is your responsibility to register with Liz Ricketts via ericketts@pdhp.org or (847) 571-7740.** This will identify you as a registered plan holder and therefore, you will receive any addenda that may be issued. Addenda will be sent only to those contractors that complete such registration. The contractor remains responsible for obtaining all addenda to the original specification.

Proposals should be e-mailed to ericketts@pdhp.org or delivered to the following address:

Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035
ATTN:Liz Ricketts

Proposals will be received no later than Thursday, February 24, 2022 at 2:00pm.

Questions regarding this project or the enclosed documents can be directed to Liz Ricketts at ericketts@pdhp.org or (847) 571-7740.

Sincerely,

Liz Ricketts
Natural Areas Program

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GENERAL INFORMATION

Introduction

The Park District of Highland Park (District) seeks proposals for hourly rates for a qualified Prescribed Burn Contractor (Contractor) to conduct controlled burns at various locations in the District.

Intention

The District is soliciting proposals from qualified Contractors interested in this project as specified herein. The District reserves the right not to award any contract for the project.

Service to Be Provided

The District seeks proposals for hourly rates for a qualified Contractor to conduct controlled burns at various District locations. Site may include Heller Nature Center (2821 Ridge Road), Highmoor Nature Preserve (2255 Ridge Road) and The Preserve of Highland Park (1201 Park Ave West). The purpose of these burns is ecological management. Work is anticipated to be performed in the spring from March to May and in the fall from October to December of 2022, as conditions permit.

Examination of the Sites

Each contractor is encouraged to visit the potential site(s) to become fully acquainted with the location, scope of the project, service and difficulties of providing this service or completing this project. Neither additional compensation nor relief from any obligations will be granted because of a lack of knowledge of the site(s) or the conditions under which the work will be accomplished.

Discussion of Proposals

The Park District may conduct discussions with any Contractor that submits a proposal. During the course of such discussions, the District shall not disclose any information marked confidential within any proposal and may discuss comparative pricing with one or more Contractors.

The Park District may also choose to interview Contractors during the evaluation process. Selected Contractors may be requested to provide oral presentations. Those Contractors will be notified to arrange specific times. The Park District will not be responsible for any cost of the Contractor's presentation.

Negotiations

The Park District reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

After a review of the proposals, the District intends to enter into an agreement with the selected contractor. If an agreement is not finalized in a reasonable amount of time as determined by the District in its sole discretion, then the District reserves the right to negotiate with other contractors as may best serve the interests of the Park District.

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Reserved Rights

The Park District reserves the right at any time and for any reason to cancel this Request for Proposals or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The District reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the Contractor, the District has ninety (90) days from the published submission date to enter into an agreement with a Contractor. The District may seek clarification from a Contractor at any time and failure to respond promptly is cause for rejection.

Incurred Costs

Park District of Highland Park will not be liable, under any circumstance, for any costs incurred by Contractors in replying to this RFP.

Award

A Contractor to whom an offer is made shall be required to enter into a written contractual agreement with the District in a form approved by legal counsel for the Park District. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final written agreement. The District reserves the right to negotiate the terms and conditions of the agreement with the selected Contractor. Payment by the District may be by credit card.

The failure of the successful Contractor to enter into a Contract within ten (10) calendar days after the Notice of Award or within such extended period as the Owner may grant shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Contractor or re-advertise for proposals. A charge against the defaulting Contractor may be made for the difference between the amount of the proposal and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

Renewal of Contract

At its sole option and in the exercise of its sole discretion, the Owner may renew this Contract upon the same terms and conditions for two successive one-year terms. No increases in compensation will be given if Owner chooses to renew the contract for 2023, thereafter for 2024.

Taxes

Park District of Highland Park is not subject to Federal Excise Tax and is exempt from state and local taxes.

Equal Employment Opportunity

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this agreement.

Sustainability

The Park District of Highland Park is committed to sustainable practices that benefit our environment and the health and safety of our customers. The Contractor agrees to work with Park District staff if applicable on sustainable project elements and materials.

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Additional Information

Should the Contractor require additional information about this proposal, please contact Liz Ricketts either by e-mail, ericketts@pdhp.org or by phone 847-571-7740, no less than seven (7) days prior to the proposal opening date. ANY and ALL changes to these specifications are valid only if they are included by written addendum to all Contractors. No interpretation of the meaning of the plans, specifications or other documents will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

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TERMS AND CONDITIONS

Contractor Qualifications

All Contractors must be engaged in the type of work or services as outlined in these specifications, and meet the following qualifications:

Contractor shall have a minimum of five years of prescribed burn experience within municipal boundaries in Lake and/or Cook County, Illinois. Burn supervisors shall have a minimum of five years documented prescribed burn experience and possess IDNR Prescribed Burn Manager certification. Crew members shall have a minimum three years documented prescribed burn experience and possess basic firefighter training (S190 or equivalent). Contractors shall demonstrate knowledge of ignition techniques, smoke management, weather interpretation, fire suppression and mop-up procedures.

The Park District of Highland Park reserves the right to check references to ensure that competent persons will be utilized in the performance of the agreement.

As part of the proposal, submit a completed qualifications form (attached), indicating your proposed team's experience with similar work.

Items to be Submitted

Contractors shall submit:

- Proposal Form
- References
- Contractor Profile and Qualifications Form
- Contractor's Certification of Eligibility Form
- List of vehicle equipment

Contractors lacking these completed forms may not be considered for award.

We encourage contractors to include additional documentation supporting contractor's performance record, financial resources, experience, and reliability to execute this agreement as described herein. Any and all exceptions to these RFP terms and specifications must be clearly documented.

Evaluation Criteria

The Park District will review proposals to select that proposal which, in the sole discretion of the Park District, is determined to be in its best interests. The Park District may still, thereafter, choose not to award any contract or to award a negotiated and modified proposal.

Timely Submissions

The receipt of proposals will cease at the date and time set forth above. Proposals received after the scheduled date and time likely will not be considered

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Responsibility and Default

The contractor shall be required to assume responsibility for fulfillment of all items listed in this Request for Proposals. The successful Contractor shall be considered the sole point of contact for purposes of this contract agreement.

Change in Status

The contractor shall notify the Park District of Highland Park immediately of any change in its status resulting from any of the following:

- Contractor is acquired by another party
- Contractor becomes insolvent
- Contractor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act
- Contractor ceases to conduct its operations in normal course of business

The District shall have the option to terminate its agreement with the contractor immediately on written notice based on any such change in status.

Indemnification

To the fullest extent permitted by law, to waive any and all rights of contribution against the Park District and to 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 paralegal's fees, expert 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 is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it 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 to indemnity which the Park District would otherwise have. Contractor shall similarly, protect, indemnify and hold and save harmless, City, its officers, officials, employee, 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 provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

Insurance Requirements

Unless otherwise agreed to by the Park District, the successful contractor shall be required to keep in force, to the satisfaction of the Owner, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial

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General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability
 - \$1,000,000.00 Per Accident
 - \$1,000,000.00 Disease, Policy Limit
 - \$1,000,000.00 Disease, Each Employee

2. Commercial General Liability:
 1. \$2,000,000.00 General Aggregate
 2. \$1,000,000.00 Products Completed Operations Aggregate
 3. \$1,000,000.00 Personal and Advertising Injury
 4. \$1,000,000.00 Each Occurrence
 5. \$ 50,000.00 Fire Damage (any one fire)
 6. \$ 5,000.00 Medical Expense (any one person)

3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - b. Property Damage:
 - \$1,000,000.00 Per Occurrence

4. Umbrella Excess Liability:
 - \$2,000,000.00 over Primary Insurance

Prior to beginning work, the contractor shall have to furnish the 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.

Sexual Harassment Policy

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) ("Act"), all Contractors to this agreement must have, prior to awarding this agreement, in effect and in force a **written** sexual harassment policy.

Compliance with all Laws

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 during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the

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Social Security Act, the Substance Abuse Prevention on Public Works Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, Americans with Disabilities Act, and traffic and public utility regulations. Contractor shall also furnish without charge any affidavit or Certificate in connection with the work covered by this agreement as required by law.

Prevailing Wage and Certified Payroll

CONTRACTOR agrees to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> CONTRACTOR is advised that the Department revises the prevailing wage rates and the CONTRACTOR has an obligation to check the Department's web site for revisions. The CONTRACTOR shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the CONTRACTOR due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the CONTRACTOR and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The CONTRACTOR shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx> no later than the 15th of each calendar month following a month in which construction on the project has occurred as required by Statute. CONTRACTOR shall furnish AGENCY confirmation that certified payroll was submitted. In lieu of certified payroll, CONTRACTOR shall submit a letter setting forth the basis upon which CONTRACTOR has concluded the Act does not apply. The CONTRACTOR shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the AGENCY against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

Special Conditions

Contractor shall familiarize himself with all of the agreement documents as listed in the table of contents and he shall be responsible for all the material covered in same. No allowances will be made for information overlooked or for negligence on the part of the Contractor for not familiarizing himself with site conditions. The Contractor's signature on the proposal shall be the Owner's guarantee that the Contractor has met these restrictions.

Signature and Legibility

The prices for work and the names, addresses, and signatures of the Contractors shall be clearly and legibly written. Signatures shall be signed in the space provided and in compliance with all legal requirements.

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Schedule

Request for Proposals Released	February 14, 2022
Proposals Due to Park District	February 24, 2022 at 2:00pm
Anticipated Contract Award Date	March 4, 2022
Anticipated Start of Work	March 7, 2022
Project Completion Date	December 31, 2022

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PROPOSAL FORM

(Page 1 of 2)

TO: Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035

FROM:

Company

Street Address

City, State, Zip

Phone

FOR: 2022 Prescribed Burn Services

BASE PROPOSAL:

Submit **hourly rate** to provide water truck with transfer pump and minimum 200-gallon tank, at least one ATV equipped with water tank, pump and hose, and three (3) qualified fire fighters (one of whom will have supervisor status) with PPE and equipment including any additional costs for equipment, fuel and/or travel.

\$ _____

Alternate #1 – Provide **hourly rate** per additional crew member

\$ _____

Alternate #2 – Provide equipment charge (vehicle only) **per hour** for Type 6 Wildland Fire Engine equipped with fire suppressant foam, lights and siren.

\$ _____

Receipt of Addenda: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

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PROPOSAL FORM

(Page 2 of 2)

SUBCONTRACTORS: List Name, Address, Phone and Work Assignment

1. _____

2. _____

3. _____

Pursuant to and in compliance with the General Information, Terms and Conditions, Scope of Work, the undersigned agrees to supply all materials/perform all work in accordance with these contract documents for the prices and/or amounts specified herein. All amounts shall reflect the contractor's complete and thorough understanding of conditions which might affect the proposal and any and all provisions, restrictions and requirements of these contract documents.

The District reserves the right to accept any part, or all of any proposal, and to reject any and all or parts of any and all proposal. Any proposal which contains items not specified, or which does not complete all the items scheduled for proposal, shall be considered informal and may be rejected on this basis.

BY: _____
Name and Title of Authorized Agent

Authorized Signature

Date

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REFERENCES

Contractor shall include at least three (3) references with which the Contractor has completed similar work of approximate magnitude required under this contract.

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

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CONTRACTOR PROFILE AND QUALIFICATIONS

(Page 1 of 2)

Name _____
Address _____
City, State, Zip Code _____
Contact Person _____
Telephone Number _____ E-Mail _____

of Employees _____ Annual Sales # _____

Contractor's organization has been in business under its present business name for ____ years.

Contractor's organization has had experience in work comparable with that required under the proposed contract:

as a prime contractor _____ years;
as a subcontractor _____ years.

The following Contractor's employees will be involved with the proposed contract:

Name _____
Position _____
Years of Experience _____
Responsibility/Task _____

Name _____
Position _____
Years of Experience _____
Responsibility/Task _____

Name _____
Position _____
Years of Experience _____
Responsibility/Task _____

Contractor may attach additional project detail to demonstrate ability to successfully complete work comparable with that required under the proposed contract.

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CONTRACTOR PROFILE AND QUALIFICATIONS

(Page 2 of 2)

1. Within the past ten (10) years, has your firm, any officer or other individual employed by your firm, been the subject of any administrative or judicial proceeding for alleged violations of any law, or any rule or regulation of any governmental body. If yes, please provide a detailed explanation of the proceeding, including the nature of the charge or claim, the disposition of the matter and the specific individuals/entities involved.

2. Within the past ten (10) years, has your firm been the subject of any other type of claim, including by way of example and not limitation, for breach of contract? If yes, please provide a detailed explanation of the proceeding, including the caption, claimant, court or other dispute forum, nature and disposition of the claim.

3. Has your firm ever been terminated prior to completion of its services from any project? If yes, please provide a detailed explanation, including the identities of all entities and individuals involved, the nature of the services which your firm was to provide, the individuals who were assigned to provide the services and the reason given for the termination

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Supplemental Proposal Submittal: Vehicle List

Instructions: Provide a list of vehicles included in your company's proposal.

Item No.	Equipment/Vehicle Type	Make and Model	Purpose

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CONTRACTOR’S CERTIFICATION OF ELIGIBILITY

In Compliance 720 ILCS 5/33E-11:

_____,a(n) _____
Print name of Contractor Individual, Partnership, Corporation

as part of his bid or proposal on the above referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract or entering into a contract with the Park District of Highland Park as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended.

Date

Contractor

By: _____

Its: _____
Title

STATE OF ILLINOIS)
) SS
COUNTY OF)

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

DATED: _____, 2022
Notary Public _____

[Notary Seal]

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SAMPLE CONTRACT

The Park District of Highland Park executes an Independent Contractor Agreement for all work. A sample of the **Independent Contractor Agreement** is provided on the following pages.

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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into by and between <NAME OF CONTRACTOR> (hereafter "CONTRACTOR") and the PARK DISTRICT OF HIGHLAND PARK (hereafter "AGENCY").

WHEREAS, CONTRACTOR will be performing services and work for AGENCY in accordance with the following: Request for Proposal <NAME OF PROJECT> dated <DATE (long form i.e. July, 25, 2011)>; the documents referenced therein; CONTRACTOR's Proposal in response to the Request for Proposal for <NAME OF SERVICES REQUESTED> (hereafter "Proposal"); which is attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, Exhibit A, together with this document, collectively comprise the agreement of the parties and are hereafter referred to as the "Agreement"; and

WHEREAS, CONTRACTOR may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

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 and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which CONTRACTOR must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, to waive any and all rights of contribution against AGENCY and to indemnify and hold harmless AGENCY 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 paralegal's fees, expert 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 is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it 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 to indemnity which AGENCY would otherwise have. CONTRACTOR shall similarly, protect, indemnify and hold and save harmless, AGENCY, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred

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by reason of CONTRACTOR's breach of any of its obligations under, or CONTRACTOR's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:
 - a. Workers' Compensation:
 - i. State: Statutory
 - ii. Applicable Federal (e.g., Longshoremen's): Statutory
 - iii. Employer's Liability
 - \$1,000,000.00 Per Accident
 - \$1,000,000.00 Disease, Policy Limit
 - \$1,000,000.00 Disease, Each Employee
 - b. Commercial General Liability:
 - \$2,000,000.00 General Aggregate
 - \$1,000,000.00 Products Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury
 - \$1,000,000.00 Each Occurrence
 - \$ 50,000.00 Fire Damage (any one fire)
 - \$ 5,000.00 Medical Expense (any one person)
 - c. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - ii. Property Damage
 - \$1,000,000.00 Per Occurrence
 - iii. Umbrella Excess Liability:
 - \$2,000,000.00 over Primary Insurance
4. To have all policies of insurance purchased or maintained in fulfillment hereof name AGENCY as an additional insured thereunder and the CONTRACTOR shall provide AGENCY with Certificates 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. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of AGENCY to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance. The CONTRACTOR agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the CONTRACTOR will provide copies of any or all policies of insurance maintained in fulfillment hereof.

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AGENCY 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 AGENCY.

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

5. CONTRACTOR shall cause each consultant employed by CONTRACTOR to purchase and maintain insurance of the type specified above. When requested by the AGENCY, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each consultant.
6. For any claims related to this contract, CONTRACTOR insurance coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR insurance and shall not contribute with it.
7. Nothing contained in this contract is to be construed as limiting the liability of the CONTRACTOR, the liability of any Subcontractor or any tier or either of their respective insurance carriers. The AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the AGENCY, or CONTRACTOR, but are merely minimums. The obligations of CONTRACTOR to purchase insurance shall not, in any way, limit its obligations to the AGENCY in the event that the AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by FIRM's insurance.
8. CONTRACTOR shall maintain commercial general liability (CGL) and commercial umbrella liability insurance with a limit of not less than limits outlined herein for at least three years following substantial completion of the work.
9. All insurance provided by CONTRACTOR shall be placed with insurers with a current A.M. Best's rating of 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, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.
10. 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 AGENCY shall be certified mail, return receipt requested.
11. AGENCY reserves the right to modify these requirements herein, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.
12. CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the AGENCY by virtue of the payment of

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any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AGENCY has received a waiver of subrogation endorsement from the insurer.

13. CONTRACTOR agrees to furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
14. AGENCY may terminate this Agreement for cause upon 24 hours written notice of breach to CONTRACTOR and for convenience and without cause upon not less than seven days' written notice to CONTRACTOR. In the event of termination for other than cause, CONTRACTOR shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due.
15. To the extent that the Prevailing Wage Act applies, CONTRACTOR agrees to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> CONTRACTOR is advised that the Department revises the prevailing wage rates and the CONTRACTOR has an obligation to check the Department's web site for revisions. The CONTRACTOR shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the CONTRACTOR due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the CONTRACTOR and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The CONTRACTOR shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx> as required by Statute. CONTRACTOR shall furnish AGENCY confirmation that certified payroll was submitted. In lieu of certified payroll, CONTRACTOR shall submit a letter setting forth the basis upon which CONTRACTOR has concluded the Act does not apply. The CONTRACTOR shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the AGENCY against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.
16. The failure of the successful Bidder to enter into a Contract within ten (10) days after the Notice of Award or within such extended period as the AGENCY may grant shall constitute a default, and the AGENCY may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed.
17. CONTRACTOR agrees to maintain, without charge to the AGENCY, all records and documents

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for projects of the AGENCY in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, CONTRACTOR shall produce records which are responsive to a request received by the AGENCY under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then CONTRACTOR shall so notify the AGENCY and if possible, the AGENCY shall request an extension so as to comply with the Act. In the event that the AGENCY is found to have not complied with the Freedom of Information Act due to CONTRACTOR's failure to produce documents or otherwise appropriately respond to a request under the Act, then CONTRACTOR shall indemnify and hold the AGENCY harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the CONTRACTOR shall have the 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 AGENCY, it being specifically agreed that the CONTRACTOR bears the relationship of an independent contractor to the AGENCY.

This agreement shall be in full force and effect from the _____ day of _____, 20____ until such time as it is terminated by the AGENCY.

PARK DISTRICT OF HIGHLAND PARK

<NAME OF CONTRACTOR>

Print Name

Print Name

Signature

Signature

Title

Date

Title

Date

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SPECIFICATIONS

Base Proposal: Contractor Shall Provide (at a minimum):

- Water truck with transfer pump and minimum 200-gallon tank, at least one ATV equipped with water tank, pump and hose, and three (3) qualified fire fighters (one of whom will have supervisor status) with PPE and equipment.
- Familiarity with burn site obtained by visit prior to the prescribed burn.
- Day-of preparation of any burn breaks that may be required based on current weather conditions. Includes pretreatment of protected structures, fence posts, trees, shrubs and other objects as designed by the District.
- Post signage as needed for pedestrian and vehicular safety.
- Working in conjunction with the District Natural Areas Manager, safely conduct burn under prescribed conditions of temperature, wind direction and speed, relative humidity and fuel moisture as outlined in the District's prescribed burn plans.
- On-going radio monitoring of weather conditions and smoke management in consultation with District Natural Areas Manager.
- Complete mop-up of all burned materials. **There can be no smoldering material when contractor leaves site.**

Permits and Notifications

Burns will be conducted under current IEPA Open Burn Permit issued to the Park District of Highland Park. Notification of adjacent neighbors is the responsibility of the District. Day of notification of Highland Park Police and Fire is responsibility of the District or may be delegated by District staff to the Contractor's burn supervisor.

Alternate 1

Provide hourly rate per qualified fire fighter additional to the three specified in the base proposal.

Alternate 2

Provide hourly equipment charge (vehicle only) to provide Type 6 Wildland Fire Engine equipped with fire suppressant foam, light and siren.