

**INVITATION TO BID  
LANDSCAPING  
OLYMPIA FIELDS PARK DISTRICT  
OLYMPIA FIELDS, ILLINOIS**

January 9, 2020

The Olympia Fields Park District will receive sealed bids at the Park District offices, Cull House at Sgt. Means Park, 20712 Western Avenue, Olympia Fields, Illinois 60461, until 12:00 p.m., Monday, February 17<sup>th</sup>, 2020, for mowing of its parks.

Bids will be publicly opened and read aloud on Monday, February 17, 2020 at 12:00p.m., at the Park District offices, Cull House at Sgt. Means Park, 20712 Western Avenue, Olympia Fields, Illinois 60461.

Bids must be enclosed in a sealed envelope and clearly marked on the outside:

**Bid – Mowing**

And addressed to:

Olympia Fields Park District  
20712 Western Avenue  
Olympia Fields, Illinois 60461

Olympia Fields Park District reserves the right to accept or reject any and all bids and to waive any and all technicalities and irregularities.

Any questions pertaining to the specifications should be directed to:

Jesus Vargas  
Interim Executive Director  
Olympia Fields Park District  
20712 Western Avenue  
Olympia Fields, Illinois 60461  
(708) 481-7313 ext. 226

The following are the specifications of the landscaping proposal:

I. SCOPE

Part 1- Mowing

- A. This proposal encompasses the mowing of the parks on a weekly or bi-monthly as needed basis as deemed necessary by the Park District Superintendent of Parks. The schedule will be established by the Interim Executive Director and may change at any time during the course of the contract. The Park District expects quality work with sustainable practices, dependability and flexibility.
- B. Mowing of the park sites to be defined as follows: Cutting the grass as directed by the Park District Superintendent of Parks. Each park is to be mowed and trimmed completely prior to moving onto the next park site.
- C. The mowing of the sites includes the trimming around all trees, shrubs, swales, equipment, fencing, asphalt, and structures. No weed control used around benches, posts, etc.... in lieu of trimming.
- D. Saturated/flooded turf areas must be cut by using hand mowers and/or weed whips to prevent rutting. Flooded and or soggy areas to wet to cut is not accepted as an excusable practice and procedures must be practiced to cut those areas without damaging, or rutting the turf.
- E. Clipping discharge must be directed away from all playgrounds, landscape beds and native landscaping. Clippings must be removed from all walks and roadways. Clippings must be removed from native areas. Extreme care must be taken when cutting/trimming property lines to prevent damage and discharge of clippings off property.
- F. All sledding hills and landscaping berms are to be mowed with methods and equipment that will prevent scalping.
- G. The exact mowing season will be dictated by the weather. Generally, the season will begin mid-to-late March and end in early November. The Superintendent of Parks will notify contractor when to begin and end the season.
- H. All mowing will extend to the edge of the road pavement.
- I. Any debris, paper, glass, branches and sticks, etc. must be picked up and deposited in the trash receptacle by person prior to mowing the area.
- J. Contractor is responsible for any damage to turf area, plant material, park equipment, or park facilities caused by the equipment and shall reimburse the District for any costs that it may incur in replacing damaged material. Special note should be taken that mowing and trimming equipment is not to come in contact with the trunks of trees or shrubs or to disturb wood mulch beds.
- K. The required Certificate of Insurance with the park district named as "additional insured" is needed in the District Office prior to commencing the work.

## II. PARK SITES (Addendum #1)

### **A. Bicentennial Complex (26.5 acres)**

#### **Bicentennial Park (11 acres)**

Location: 203<sup>rd</sup> Street and Achilles

Sled hills, ball diamonds, playground, paths, parking, and landscaping berms.

#### **203<sup>rd</sup> Retention Site (3 Acres)**

Location: 203<sup>rd</sup> St and Governors Highway

#### **Trails of Olympia and Retention Area (12.5 acres)**

Location: East of Governors Highway, West of Kedzie, North of Cumberland Trail and South of Oregon Trail.

### **B. Maynegaite Park (4.2 acres)**

Location: Orchard Drive and London Drive

Landscaping berms and bollards, playground apparatus, 5' west of concrete storm water basin.

### **C. Sgt. Means Park and the Field of Dreams (23.67 acres)**

Location: 20712 Western Ave

Administrative and Recreation Centers, parking, paths, playground apparatus, ball field, sledding hill, tennis courts, landscaping berms, prairie grass areas, ground cover areas, marsh plant areas, open field west of the temple lot

## III. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION OR SERVICES

### A. CONTACTORS INSURANCE (please see addendum #2)

#### B. PROPOSAL

1. By submitting this bid the contractor guarantees that it is a business in good standing and complies with all local state and federal ordinances and laws.
2. Bid submittals need to contain pages 9 & 10 of this document, company profile including length of time in business, equipment inventory and number of employees & crews, proof of insurance and current references.
3. All proposals are to be submitted, in sealed envelopes, with the following information on the envelope: "Mowing Proposal for the 2017 Mowing Season".

4. It is the intention of the Park District to award all contracts to the lowest responsible bidder best meeting the requirements in the bid. Although price is a major consideration, awards will not be made on this basis alone. Products quality, past experience, service, warranties, and similar factors will also be considered.
5. The Park District reserves the right to accept any and all bids and to permit correction of any obvious and apparent errors in bidding.
6. The Park District may award all, some, or select parks to one or multiple contractor(s) as deemed necessary.
7. The contractor may bid on all, some or select parks, indicated by the word "DECLINED" in the amount per cut column next to the park.
8. The Park District reserves the right to reject all bids.
9. The Park District reserves the right to review the references of past performances of all contractors and subcontractors to be used in the project. When the bids are evaluated, the Park District may require bidders to provide a list of references.
  
10. Proposals are to be returned to the Park District by 12:00 p.m., Monday, February 17<sup>th</sup> , 2020.

### C. CONTRACTOR RESPONSIBILITY

Contractor is responsible for repairing, to the Park District's satisfaction, any damage to park turf, hard surface areas, or facilities caused by vehicle or otherwise. The District asks that non-mowing vehicles stay off the turf.

### D. CONTRACTOR ELIGIBILITY

1. The contractor/vendor certifies that the contractor is not barred from bidding on the contract or from executing a contract with the Park District as a result of a conviction for either bid-rigging or bid-rotating under Article 33E of the Criminal Code of 1961.
2. The contractor/vendor and its principals certify that it/they have not been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or in any other state in that officer of employee's official capacity; or have made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. Section 10.1 of the Illinois Purchasing Act.
3. The contractor/vendor certifies that if this contract is with an individual or individuals, such individual or individuals are not barred from receiving state contracts as a result of default on any educational loan. Section 3 of the Act in Relation to Educational Loans, IL Rev. Stat. 1989, Ch 127, par 3553.
4. The Equal Employment Opportunity Clause is required by the Illinois Fair Employment Practices Commission as a material term of all public contracts: In the Event of the Contractor's noncompliance with any provision of this equal employment opportunity clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the Contractor agrees as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service: and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the

Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d. That it will send to each labor organization or representative or workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

e. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

g. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor

will utilize any subcontractor declared by the commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

5. Contractor shall pay wages in accordance with the provision of the Illinois Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently [www.illinois.gov/idol](http://www.illinois.gov/idol). This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 *et. seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the City, prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

6. Contractor must adhere to the requirements of the Illinois Human Rights Act.

7. Contractor must comply with all applicable provisions of the Americans With Disabilities Act.

8. Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, *et seq.*, including establishment and maintenance of sexual harassment policies and program, and must comply will all provisions of the District's Harassment Policy (See Addendum #3).

#### E. TERMINATION

The Park District reserves the right to terminate the contract or portions thereof at any time, for its convenience or when the landscaper fails to perform satisfactorily or in a timely fashion.

In the event that the contract is terminated by the park district for its convenience and the contract was awarded based upon Option II or Option III (multiple years) the contractor shall be due a retroactive payment equal to the percentage increase in the bids from the period awarded to the period terminated. For purposes of determining the applicable period for retroactive payments, partial years shall be treated as full years. The following example is for clarification: Assume that contract was awarded for Option III (3 years) for Part 1 (mowing) and was terminated for the Park District's convenience in the middle of year 2. In such a case a retroactive payment shall be due the contractor such that all payments made to the contractor shall equal that which would have been paid to the contractor if the contract had been awarded based upon Option II. No interest shall be payable for any retroactive payment.

A written notice of the termination shall be delivered to the contractor either personally or by certified mail, stating whether the termination is for the Park District's convenience

or for cause. If the Park District does terminate an existing agreement, it shall have the right to perform the work on its own, or contract in any lawful manner to complete the work without any further responsibility to the original contractor other than to pay the contractor for the work completed.

#### F. PARK DISTRICT OFFICE

Location: Cull House                      Sgt. Means Park                      20712 Western Avenue  
Olympia Fields, IL

Office Hours and Phone: Monday through Friday, 9:00 a.m. to 4:00 p.m.  
Saturdays, 9:00am to 12:00 noon  
(708) 481-7313  
FAX (708) 481-8735

#### IV. PAYMENT

Written itemized requests for payment will be submitted to the Park District office on a monthly basis – a minimum of one week prior to the monthly Park Board meeting. Payments will be authorized at the Park Board's monthly meetings.

If you have any questions, please contact the Park Districts office.

Yours truly,

Jesus Vargas  
Interim Executive Director

Enclosures: Landscaping Proposal  
Addendum#1 – Map  
Addendum #2 – Insurance Requirements  
Addendum #3 – Harassment Policy



**Contractor Name:** \_\_\_\_\_

Contact information: \_\_\_\_\_

**MOWING PROPOSAL  
2020**

Board of Commissioners  
Olympia Fields Park District  
20712 Western Avenue  
Olympia Fields, IL 60461

Ladies and Gentlemen:

The undersigned hereby declares that he has examined the site, local conditions and requirements affecting the cost of work and purposes to provide all labor, material, equipment and services to complete the landscaping, as specified, for the following prices:

**PART I – MOWING** Price Per Cut

Bicentennial Complex (26.5 acres) \_\_\_\_\_

Maynegaite Park (4.2 acres) \_\_\_\_\_

Sgt. Means Park (23.67 acres) \_\_\_\_\_

**TOTAL PRICE PER MOWING** \_\_\_\_\_

**OPTION I – One Year Mowing Contract**

2020 TOTAL PRICE PER MOWING: \_\_\_\_\_

(The per park price for mowing shall increase or decrease in proportion to the increase or decrease of the Total Price Per mowing's for Option II and III.)

**OPTION II – Two Year Mowing Contract**

2020 TOTAL PRICE PER MOWING: \_\_\_\_\_

2021 TOTAL PRICE PER MOWING: \_\_\_\_\_

**OPTION III – Three Year Mowing Contract**

2020 TOTAL PRICE PER MOWING: \_\_\_\_\_

2021 TOTAL PRICE PER MOWING: \_\_\_\_\_

2022 TOTAL PRICE PER MOWING: \_\_\_\_\_

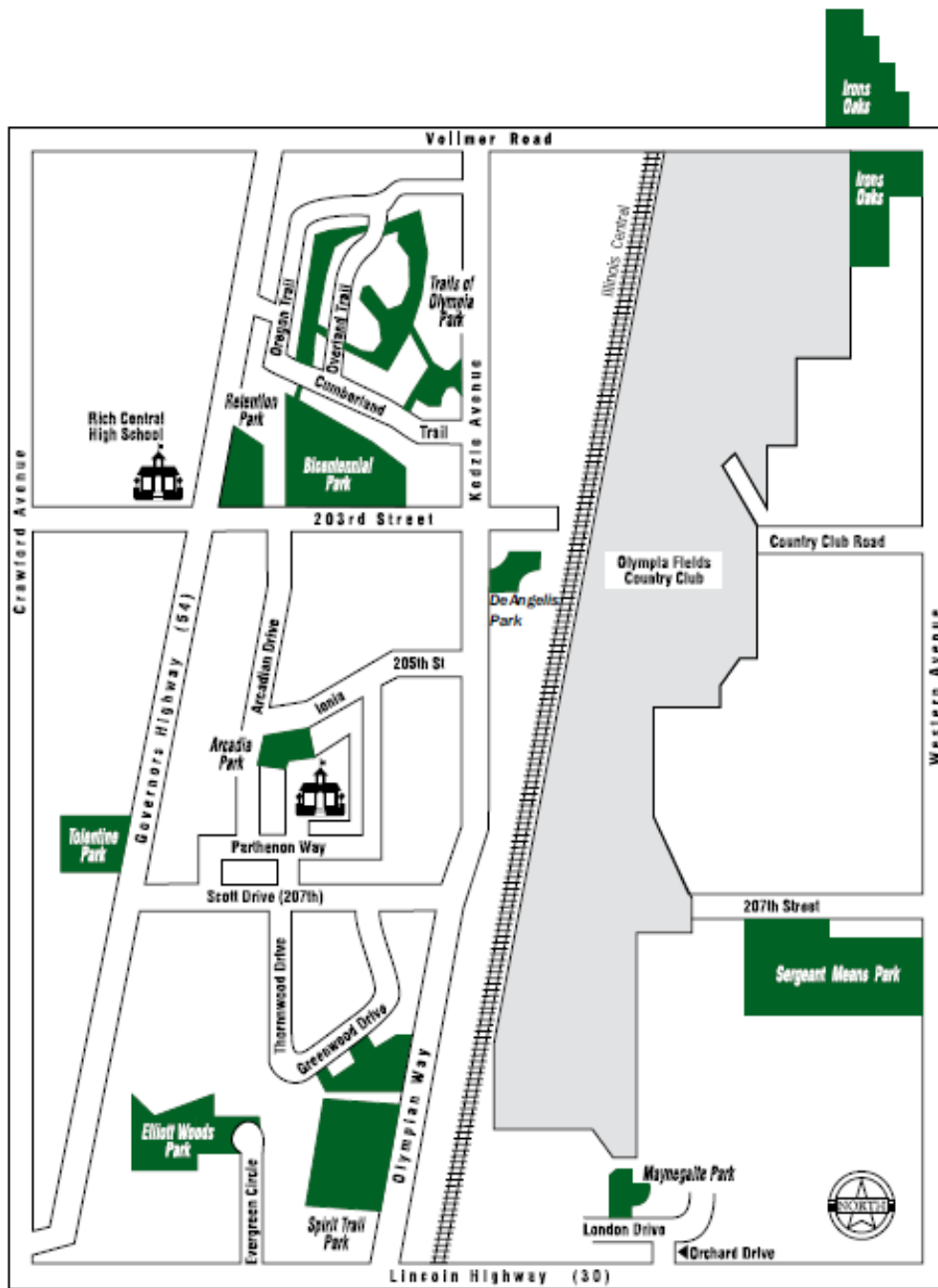
**THE CONTRACTOR/VENDOR CERTIFIES THAT THE CONTRACT IS NOT BARRED FROM BIDDING ON THE CONTRACT OR FROM EXECUTING A CONTRACT WITH THE PARK DISTRICT AS A RESULT OF A CONVICTION FOR EITHER BID-RIGGING OR BID ROTATING UNDER ARTICLE 33E OF THE CRIMINAL CODE OF 1961.** Respectfully Submitted By: (print)

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



 Olympia Fields Park District Parks



**Sergeant Means Park**



Bicentennial Park

Detention basin

The Trails of Olympia

## **BIDDER'S REFERENCE LIST**

Each Bidder must list the name, address, phone number and project name for at least three (3) projects performed for governmental entities of similar scope and complexity as this Project in the past five (5) years. Bidder may include, as a separate attachment, additional information or references on projects completed.

1.

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Name of Park District, School District, or Municipality

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Contact Person

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Phone Number E-Mail

---

Description of Work performed Project Value

2.

---

Name of Park District, School District, or Municipality

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Contact Person

---

Phone Number E-Mail

---

Description of Work performed Project Value

3.

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Name of Park District, School District, Municipality

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Contact Person

---

Phone Number E-Mail

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Description of Work performed Project Value

## **INSURANCE REQUIREMENTS**

### **ROUTINE CONTRUCTION, 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, any commercial umbrella insurance with a limit of not less than \$ 1,000,000 each occurrence. If such CGL insurance contains 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 1093, 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).

Park District 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 insurance or self-insurance afforded to Park District. Any insurance or self-insurance maintained by Park District shall be excess of the Contractor's insurance and shall not contribute to 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.

Completing 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 the Insurance Services Offer (ISO) for CA 00 01, CA 00 05, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provided contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### **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 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 Contactor 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 this 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 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 VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

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

## **5. Subcontractors**

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

## **F. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District 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,



except to the extent 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 Park District, its officers, official, 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.

### **Addendum #3**

#### **HARASSMENT POLICY (sexual or any other form)**

##### **STATEMENT OF PHILOSOPHY**

The Olympia Fields Park District is proud of its tradition of a collegial work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere, which promotes equal opportunities and prohibits discriminatory practices, including harassment (sexual or any other form). At the Olympia Fields Park District, harassment (sexual or any other form), whether verbal, physical or environmental, is unacceptable and will not be tolerated.

##### **DEFINITION OF HARASSMENT (SEXUAL OR ANY OTHER FORM)**

For purposes of this policy, sexual harassment is defined as unwelcome or unwanted conduct of a sexual nature (verbal or physical) when:

1) submission to or rejection of this conduct by an individual is used as a factor in decisions affecting hiring, evaluation, promotion or other aspects of employment; 2) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile or offensive work environment.

Examples of sexual harassment include, but are not limited to: unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated unwelcome or unwanted sexual jokes, flirtations, advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling, touching, pinching, assault, coerced sexual acts or suggestive insulting, obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures.

This behavior is unacceptable in the workplace itself and in other work-related settings such as business trips and business-related social events.

##### **INDIVIDUALS COVERED UNDER THE POLICY**

This policy covers all employees, commissioners, volunteers, vendors and contractors. The Olympia Fields Park District will not tolerate, condone or allow harassment (sexual or any other form), whether engaged in by fellow commissioners or employees, supervisors,

volunteers, or other non-employees who conduct business with the Park District. The Park District encourages reporting of all incidents of harassment (sexual or any other form), regardless of who the offender may be.

## **REPORTING A COMPLAINT**

While the Olympia Fields Park District encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome, the Park District also recognizes that power and status disparities between an alleged harasser and a target may make such a confrontation impossible. In the event that such informal, direct communication between individuals is either ineffective or impossible, the following steps should be followed in reporting a sexual harassment complaint.

### **1. Notification of Appropriate Staff**

Individuals who believe they have been subjected to harassment (sexual or any other form) should report the incident to any member of the committee listed below. Said committee will be comprised of three members - 2 park commissioners (1 male/1 female) and an appointed employee. PDRMA should also be informed and be allowed to participate on the committee.

An individual may also choose to report the complaint to his/her supervisor. If the supervisor successfully resolves the complaint in an informal manner, this policy requires the supervisor to file a confidential report to the Executive Director and to the Board of Park Commissioners about the complaint and resolution so that the Executive Director and the Board will be aware of any pattern of harassment by a particular individual. A supervisor who has not had special training in dealing with harassment (sexual or any form) complaints is strongly encouraged to consult a member of the District's harassment committee before taking action.

### **2. Description of Misconduct**

An accurate record of objectionable behavior or misconduct is needed to resolve a formal complaint of harassment (sexual or any form).

Verbal reports of harassment must be reduced to writing by either the complainant or the individual(s) designated to receive complaints, and be signed by the complainant. Individuals who believe they have been or currently are being harassed should maintain a record of objectionable conduct in order to effectively prepare and corroborate their allegations.

While the Olympia Fields Park District encourages individuals to keep written notes in order to accurately record offensive conduct or behavior, the Park District notifies all employees that, in the event that a lawsuit develops from the reported incident, the complainant's written notes may not be considered privileged information, and therefore, confidential unless such notes were originally made in anticipation of litigation.

### 3. Time Frame for Reporting Complaint

The Olympia Fields Park District encourages a prompt reporting of complaints so that rapid response and appropriate action may be taken. However, due to the sensitivity of these problems and because of the emotional toll such misconduct may have on the individual, no limited time frame will be instituted for reporting sexual harassment complaints. Late reporting of complaints will not in and of itself preclude the Park District from taking remedial action.

### 4. Protection against Retaliation

The Park District will not in any way retaliate against an individual who makes a report of harassment nor permit any commissioner or employee to do so. Retaliation is a serious violation of this harassment policy and should be reported immediately. Any person found to have retaliated against another individual for reporting harassment will be subject to the same disciplinary action provided for harassment offenders (see "Resolving the Complaint" below).

## **INVESTIGATION**

### 1. Confidentiality

Any allegation of harassment (sexual or any form) brought to the attention of the Park District, including the persons involved, shall remain confidential. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.

### 2. Identification of Investigators

Complaints will be investigated and resolved by the person on the Park District's harassment committee to whom it was reported. In addition, the attorney for PDRMA and the Park District will be included in reviewing the investigation and outcome.

### 3. Investigation Process

In pursuing the investigation, the investigator will try to take the wishes of the complainant under consideration, but should thoroughly investigate the matter as he/she sees fit, keeping the complainant informed as to the status of the investigation. Steps to be taken in the investigation include:

- Confirm name and position of the complainant.
- Identify the alleged harasser.
- Thoroughly ascertain all facts that explain what happened.
- Questions should be asked in a non-judgmental manner.
- Determine frequency/type of alleged harassment and, if possible, the dates and locations where harassment occurred.
- Identify who observed the alleged harassment.
- Ask the individual how he/she responded to the alleged harassment.

- Determine whether the harassed individual consulted anyone else about the alleged harassment and take note of who else knows and their response to the disclosure.
- Develop a thorough understanding of the professional relationship, degree of control and amount of interaction between the alleged harasser and complainant. (Does the person control compensation, terms of employment or promotions? Do these individuals work in close proximity to one another and/or on the same projects?)
- Determine whether the alleged harasser has carried out any threats or promises directed at the complainant.
- Does the complainant know of or suspect that there are other individuals who have been harassed by the alleged harasser?
- Has the complainant informed other staff members or commissioners of the situation?
- What response, if any, did complainant receive from these individuals?
- Ask complainant what action he/she would like the Park District to take as a consequence of the harassment.
- When first interviewing the alleged harasser, remind him/her of the Park District's policy against retaliation for making a complaint of harassment.

## **RESOLUTION**

Upon completing the investigation of a harassment complaint, the committee will communicate its findings and intended actions to the complainant and alleged harasser.

If the investigator, together with the committee, finds that harassment occurred, the harasser will be subject to appropriate disciplinary procedures as listed below. The complainant will be informed of the disciplinary action taken.

If the investigator, together with the committee, determines that no harassment has occurred, this finding will be communicated to the complainant in an appropriately sensitive manner.

In the event that no resolution satisfactory to both parties can be reached based on the initial investigation, the matter shall be referred to the entire Board of Park Commissioners. See "Appeals Process" below.

### **1. Sanctions**

Individuals found to have engaged in misconduct constituting harassment (sexual or other) will be severely disciplined up to and including discharge. Appropriate sanctions will be determined by the Board of Park Commissioners. In addressing incidents of harassment, the Park District's response at a minimum will include reprimanding the offender and preparing a written record. Additional action may include referral to counseling, withholding of a promotion, reassignment, and temporary suspension without pay, financial penalties or termination.

Although the District's ability to discipline a non-employee harasser (e.g. Park District patron, contractor, or supplier) is limited by the degree of control, if any, that the Park

District has over the alleged harasser, any employee who has been subjected to harassment should file a complaint and be assured that action will be taken.

## 2. False Accusations

If an investigation results in a finding that the complainant falsely accused another of harassment (sexual or other) knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, including the possibility of termination.

## **MAINTAINING A WRITTEN RECORD OF THE COMPLAINT**

The Park District shall maintain a complete written record of each complaint and how it was investigated and resolved. Written records shall be maintained in a confidential manner in the office of the Executive Director.

Written records will be maintained for three years from the date of the resolution unless new circumstances dictate that the file should be kept for a longer period of time.

## **CONCLUSION**

The Olympia Fields Park District has developed this policy to ensure that all its employees and commissioners can work in an environment free from harassment (sexual or any other form). The Park District will make every effort to ensure that all its personnel are familiar with the policy and know that any complaint received will be thoroughly investigated and appropriately resolved.