

**CONTRACT PROPOSAL
SPECIFICATIONS FOR
PROVIDING TURF AND LANDSCAPE SERVICES
TO THE MUNDELEIN PARK AND RECREATION DISTRICT**

January 2016

PREPARED BY:

**Mundelein Park & Recreation District
1401 N. Midlothian
Mundelein, Illinois 60060**

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SECTION I

INSTRUCTIONS TO BIDDERS

Sealed bids are invited for PROVIDING OF TURF AND LANDSCAPE SERVICES for the Mundelein Park and Recreation District.

Proposals will be received by the Mundelein Park and Recreation District at the place, date and time stated below, and there, publicly opened and read:

PLACE: Mundelein Park & Recreation District
1401 N. Midlothian Road
Mundelein, Illinois 60060

DATE: Tuesday, March 8, 2016

TIME: 11:00 a.m. CST

Enter the building on the south side near the U.S. flag. Take stairs or elevator to 3rd floor.

Specifications and other contract documents will be available at the Mundelein Park and Recreation District.

Bidders are cautioned to inspect all specifications and complete files of which are available at the Mundelein Park & Recreation District. Bidders are especially urged to investigate the sites and conditions herein, to inform themselves of the nature and extent of work necessary to produce the desired services.

Proposals shall be made as individual bids for the providing of Turf and Landscape Services. No proposal will be considered which does not cover all work necessary to provide the services.

Prices quoted in proposals shall be guaranteed for a period of ninety (90) days after date of proposal.

The Mundelein Park & Recreation District, hereinafter called the Owner, reserves the right to reject any or all bids, to waive minor informalities in any bid, or to make award in the best interest of the Owner.

Should a bidder find any discrepancies in, or omissions from any of the documents, or be in doubt to the meaning, he shall advise the Owner in writing, who will issue necessary clarifications to any prospective bidders by means of addenda or revision to performance specifications, as may be appropriate. No request for clarification will be answered if received within five days of date on which bids will be received.

A pre-bid meeting will be held at the Mundelein Community Center, 1401 N. Midlothian Road, 3rd Floor, Mundelein at 10:00 a.m. on Tuesday, February 23, 2016. Enter the building on the south side. This meeting is scheduled to help clarify any questions prior to submission of bids. A tour of the sites will be available after the meeting.

Any bidder may withdraw his bid any time prior to the scheduled bid opening. Any proposal received after the time and date stated herein will be returned to the bidder unopened.

All qualifying bids will be compiled and reviewed. The bid is scheduled to be awarded by the Board of commissioners of the Park District at the March 14, 2016 Regular Meeting.

Negligence on the part of the bidder in preparing his proposal confers no right to withdraw the proposal after it has been opened.

No responsibility will be attached to any person for premature opening of a proposal (bid) not properly addressed or identified.

Prepare and submit bid and all accompanying data in duplicate. Use the "Bid Form" enclosed in these specifications only. NO BID PROPOSAL WILL BE ACCEPTED FROM ANY BIDDER IN ANY OTHER FORM, as on letterhead stationary or the like.

Bids shall be submitted subject to all requirements of the specifications, drawings, and any or all addenda issued thereto. Bids shall be without interlineations or erasures. No oral, telephone or telegraphic bid, or revision to a bid, will be considered.

Enclose bid documents in a sealed envelope clearly labeled and bearing the name of the bidder to guard against improper opening. Bids are to be marked "Turf and Landscape Services Bid."

Mundelein Park & Recreation District
Attn: Derek Solberg, Superintendent of Parks
1401 N. Midlothian Rd.
Mundelein, Illinois 60060

Each bid must give the full business address of the bidder and signed by a duly authorized representative. Bids by a sole proprietorship shall be signed by the owner or duly authorized representative.

Bids by partnership must be signed by one member of that partnership or by a duly authorized representative, followed by the signature and designation of the person signing.

Bids by a corporation must be signed in the name of the corporation, followed by the signature of the president, secretary or other persons duly authorized to bind the corporation in the matter.

The successful contractor shall be subject to a performance review at the end of the contract period. Should this review be positive, the Park District reserves the right to retain the contractor for the following mowing season. There is the possibility of extending this contract for a maximum of two growing seasons for a total of three years. Space is provided on the Bid Form to factor in projected prices for these additional years.

SECTION II

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SECTION A

SECTION B

SUMMARY OF THE WORK

CONDITIONS

Division 1: Special Conditions

Division 2: General Conditions

SECTION A

SUMMARY OF THE WORK

Description Summary of the Work

Contract Documents:

Requirements of the work are contained in the contract documents and include cross-references herein to published information which is not necessarily bound therewith.

Verbal Summary:

Without force and effect on requirements of contract documents, the description of the work of the contract can be summarized as follows:

28 weeks* at the following sites.

- | | |
|---|----------------------------------|
| 1) Asbury Park Retention Sites | 6) Leo Leathers East-West Trails |
| 2) Leo Leathers Retention Area | 7) Maurice Noll Retention Area |
| 3) Community Park Spray Park | 8) Longmeadow – Detention Areas |
| 4) Woodlands Park Retention - Detention Sites | |
| 5) Community Park Barefoot Bay Aquatic Center | |

*The contract is scheduled to begin on April 3rd and end on October 29th. This period is a total of 30 weeks and is scheduled to include two floating weeks that there isn't service. These non-service weeks are tentatively scheduled to be sometime in late June, July and/or early August. The off weeks will be agreed upon by Owner and Contractor and are not likely to be consecutive.

Single service as directed by owner:

- 1.) Owner Parcels; not specified; per acre

Contractor Use of Premises

General:

The contractor shall limit his use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public.

Use of the Site:

Confine operations at the site to the areas permitted. Portions of the site beyond areas on which work is indicated are not to be disturbed.

Keep existing driveways and entrances serving the premises clear and available at all times. Driveways and entrances shall not be used for parking. One lane must be open to traffic at all times.

Lock automotive type vehicles and other mechanized or motorized construction equipment when not in use. When parked, vehicle engines shall be turned off and ignition key removed.

Full Owner Occupancy:

The Owner will occupy the site during the entire period of the contract; cooperate fully with the Owner or his representative during operations to minimize conflicts and to facilitate Owner usage. Perform the work so as not to interfere with the Owner's operations.

SECTION B
CONDITIONS

Work included under this contract is described in the following divisions of these specifications:

- 1). Special Conditions
- 2). General Conditions

Division 1: Special Conditions

A). Quality of Materials and Workmanship

Should any dispute arise as the quality or fitness of materials or workmanship, the decision shall rest strictly with the Owner and shall be based on the requirements that all work done or materials furnished shall be first class in every respect.

B). Prevailing Wage Scale

Based upon its understanding and interpretation of the existing state of the law regarding Prevailing Wage Rates in the State of Illinois, the Mundelein Park & Recreation District acknowledges that no Illinois statute, law, regulation, or ordinance established a general prevailing rate of hourly wages for the nature of the work contemplated and covered by this contract proposal except for the requirement to pay applicable minimum wage rates.

C). Taxes

Contractors shall include any applicable taxes in proposals for work included under this contract.

D). Subcontractors and Suppliers

Each contractor, engaging subcontractors or suppliers, shall provide a list of all subcontractors and suppliers and must get Owner's approval before contracts are signed.

E). Changes

The Owner shall have the right to make changes in the contract documents after their execution. However, all changes must be agreed to in writing before any work in connection with the changes is commenced. Change Orders must bear the signature of the Owner and Contractor. Unsigned changes will not be honored for payment.

F). Applicable Law

The successful bidder and each and every subcontractor performing work under this contract shall comply with applicable provisions of all pertinent federal, state and local laws including, but not limited to, laws and regulations administered by the EEOC and the Illinois Human Rights Act. The successful bidder shall obtain all permits and licenses necessary to complete the project as required by local laws, codes and ordinances. This contract shall be governed by the laws of the State of Illinois. The parties agree that venue shall be proper only in the Circuit Court for the Judicial Circuit, Lake County, Illinois.

Division 2: General Conditions

A). Insurance

Contractor shall submit a Certificate of Insurance with their proposal to show proof of insurance. This certificate does not need to name the Mundelein Park & Recreation District additional insured although the successful bidder will need to submit another Certificate of Insurance naming the Mundelein Park & Recreation District as additional insured before mowing services begin.

Contractor shall not commence work under this contract until he has obtained all insurance required and approved by Owner. Contractor shall not allow subcontractors to commence work until the same insurance is obtained and approved by contractor.

B). Assignments

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the contractor assign any monies due, or to become due to him hereunder, without the previous consent of the Owner.

C). Subcontracts

The contractor shall, prior to the execution of the contract, notify the Owner in writing of the names of subcontractors proposed for the principal parts of the work and for such others as the Owner may direct and shall not employ any than the Owner may, within a reasonable time, object to as incompetent or unfit.

D). Performance Bonds

The successful bidder shall furnish a Performance Bond, with a surety acceptable to the Owner in the amount of 10% of the contract price, as security for the faithful performance of the contract and as security for the payment of all persons performing labor on the project under this contract. Cost of performance shall be included in bid price.

E). Sexual Harassment Policy

The successful bidder shall certify to the Mundelein Park & Recreation District that they have adopted a Sexual Harassment Policy in compliance with State of Illinois Public Act 87-1257 and supply a copy of this plan to the Mundelein Park & Recreation District.

F). Article 3BB Certificate of Compliance

The successful bidder shall certify to the Mundelein Park & Recreation District that they have not been barred from bidding on a public contract as a result of a violation of either Sec. 33B-3 or Sec. 33B-4 or Article 33B of the Criminal Code of 1961, approved July 28, 1961, as amended and supply a Certificate of Compliance to the Mundelein Park & Recreation District.

SECTION III

PERFORMANCE SPECIFICATIONS

INDEX

- Article I: General Park Areas
- Article II: General Performance Information
- Article III: Site Locations

ARTICLE I

PERFORMANCE SPECIFICATIONS FOR GENERAL PARK AREAS

A). Scope of Work

The Mundelein Park & Recreation District intends to contract the mowing, trimming, edging and trash and debris pick-up operations for eight (8) sites to be specified by the District.

B). Trash and Debris Pick-up

The Contractor shall, prior to the mowing of any site, inspect the entire area and pick-up all trash, glass and debris. No litter of any type shall be mowed so as to detract from the site. Contractor must clean up the site again should mowers hit any debris.

Debris such as light branches and twigs shall be cleaned up by the Contractor. However, any heavier branches or limbs, downed by storms or other causes, shall be the responsibility of the Mundelein Park & Recreation District.

C). Mowing

Mowers shall be set to cut the grass at 3 inches. Park District supervisors shall have the right to check equipment for compliance.

D). Trimming

Trimming around permanent objects such as trees (including beneath evergreen trees), shrubs, fences, play equipment, signs and other objects so deemed by the Park District, shall be done with suitable equipment to keep the grass at the same height as the rest of the turf surfaces. Trimming shall include tree islands and shrub and/ or flower bed edges. Great care shall be taken by the Contractor so as not to damage either plant material (i.e.: flowers, trees, etc.) nor hard surfaces with any types of trimming equipment used.

E). Mulch

Mulch is to be provided as described on Page 16, Item 2 (Barefoot Bay Aquatic Center at Community Park) and Item 3 (Community Park Spray Park).

Mulch specifications are based on Premium Hardwood Mulch from Sawvell Tree Service, Mundelein. IL 60060. Material shall be non-dyed (no additives), triple processed, 80% hardwood and from an Emerald Ash Borer certified facility. Substitutions must meet or exceed these specification and be approved by the designated Park District agent prior to installation. Price for mulch is to be itemized as Line 9 on Page 19 and as the total cost (as opposed to a price per cubic yard or other).

ARTICLE II

GENERAL PERFORMANCE INFORMATION

A). **Final Appearance**

Mowing patterns shall be such that the clippings are evenly distributed and not windrowed into noticeable deposits. Grass clippings need not be collected by the Contractor except at the Barefoot Bay Aquatic Center and the Community Park Spray Park as described. However, they shall not be allowed to accumulate on areas such as pathways, sidewalks, basketball courts, play areas, etc. Mower discharge is to be directed away from all pond waters. Mowing patterns shall be established and equipment operated so that the height of the cut is uniform and no scalping occurs. Trees, shrubs and other plants shall not be damaged by running into them with mowing equipment.

B). **Safe Use of Equipment**

All equipment shall be used in a safe manner by the Contractor's employees, according to OSHA standards. When mowing or trimming in the presence of users of the Park, the Contractor's employees shall either mow an area of the site that will not affect the users' activities, or when possible, request the users to suspend their activity temporarily so that the workers may finish. Other requirements for safe use are as follows:

- 1). All guards and shields shall remain in place on equipment to protect the worker and the public.
- 2). Mow/ trim in such a manner that any debris is being thrown away from any users that may be present at the site.

Special Note: Failure to comply with this section (Article II, sec. B) in particular can result in termination of contract.

C). **Public Contact**

On occasion, the Contractor's employees may be contacted in some manner by residents/users of the park and its environs. The employees shall be instructed to inform citizens to direct their comments and/or questions to the Mundelein Park & Recreation District office at 1401 N. Midlothian Road or call 847-566-0650.

D). **Equipment Condition**

Equipment shall be kept in good, safe operating condition with sharp blades so as grass is cut properly. Equipment shall be kept in such condition that gas and/or oil are not leaked onto grass surface.

E). **Fueling and Oiling**

Equipment shall not be fueled or oiled in grass areas. Equipment shall be moved to a hard surface area for this function.

F). Failure to Perform

The Mundelein Park & Recreation District may terminate services automatically in the event of contractor's failure to perform its obligation in strict accordance with the performance specifications by giving notice of such termination to contractor. In such event, contractor shall be entitled to receive payment for services properly performed but unpaid prior to termination.

G). Relationship of the Parties

This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the contractor (including any employee or subcontractor retained by contractor) will be an independent contractor and not the Mundelein Park & Recreation District's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Illinois revenue and taxation law, the Illinois Workers' Compensation Act and Illinois Unemployment Compensation Act. The contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the contractor's activities and responsibilities hereunder. The contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the contractor and the Mundelein Park & Recreation District, and the Park District will not be liable for any obligation incurred by the contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

H). Length of Contract

This contract shall cover the period of time from the Sunday, April 3rd, 2016 through Saturday, October 29th, 2016. This is a total of 30 weeks and includes 28 weeks of service to allow for two off weeks in late June, July and/or early August. The off weeks will be agreed upon by Owner and Contractor and are not likely to be consecutive.

I). Method of Payment

The Contractor shall submit a statement to the Mundelein Park & Recreation District by the tenth (10th) of every month. This statement shall include an explanation of all work done during billing period. The Contractor shall be paid by the tenth (10th) of the subsequent month.

Except for the two off weeks as noted, sites shall be visited once per week even if conditions do not warrant mowing. Determination of conditions not warranting mowing will be made solely by Mundelein Park & Recreation District and will be based on turf growth rate or lack thereof as well as conditions due to heavy rain. Contractors shall perform such work as is possible; i.e.: trash pick-up, clean-up, trimming, etc. During periods of drought with slow turf growth, in lieu of lawn mowing and based on equal

man hours, the Park District may assign the contractor to perform other grounds maintenance services such as trimming or weed removal at Barefoot Bay and Community Park Spray park sites.

J). General Notes on Specifications

Items are as follows:

- 1). Contractor is to do trimming along all fence lines in the parks to be mowed. This will include fences, which, to the present, have not been maintained.
- 2). Type of mower to be used: contractor is to use rotary type, not flail or a bush hog type.
- 3). Contractor shall provide a common, weekly mowing route and advise the Mundelein Park and Recreation District when changes to the schedule are made - schedule to include expected work days. The contractor shall be able to provide (email, fax or hand deliver) to the Park District a weekly progress report that notes the date and time when each sites service was completed (form to be provided by the Park District). This report is to be provided within one day following the completed week's maintenance cycle.
- 4). Certificate of Insurance for the bidder shall be included with the proposal documents. However, it need not name the District as additional insured at time of bid.

ARTICLE III - SITE LOCATIONS

Contractors are encouraged to view all sites before submitting bids.

Lump Sum Base Bid Sites: Twenty-eight (28) weeks of service.*

* This contract shall cover the period beginning Sunday, April 3rd, 2016 through Saturday, October 29th, 2016. This is a total of 30 weeks and includes 28 weeks of service to allow for two off weeks in late June, July and/or early August. The off weeks will be agreed upon by Owner and Contractor and are not likely to be consecutive.

1) Asbury Park, est. acreage 3.0 (N. Midlothian Road/ Sheffield Avenue):

Site 1: Retention pond perimeter south of Sheffield Ave. – Areas to be mowed are bounded on the south by tree line adjacent to Hampton Reserve subdivision; on west by split rail fence that determines property line (trim 1' on residential side), on the east by the Midlothian Road parkway curb and north to the parkway curb of Sheffield Ave. All areas are to be mowed from 3' of water's edge. Included in this site is mowing and trimming the area at the monument fence and wall south the Midlothian Road – Sheffield Avenue intersection.

Site 2: First retention pond north of Sheffield Ave. This area is bounded on the south by Sheffield Avenue curb; west is bounded by wood stockade fencing (residential property line) (to Sheffield Ave.). North boundary is a line connecting the Site 3 (see below) outflow pipe and the asphalt path that surrounds Site 3. East is bounded by Midlothian Road gravel shoulder. All pond areas are to be mowed from 3' of water's edge. Included in this site is an easement from Sheffield Avenue between residential properties 1200 and 1208 Sheffield Avenue to Asbury Park. The easement sidewalk parkways are to be mowed to the residential property lines. Included in this site is mowing and trimming the area at monument fence and wall northwest corner of the Midlothian Road – Sheffield Avenue intersection. The adjacent Sheffield Avenue parkway is included. Also at the monument at the northwest corner of the Sheffield Ave – Midlothian Rd intersection plant bed shall be weeded weekly of invasive plants and all weeds.

Site 3: Second retention pond perimeter north of Sheffield Ave. This area adjoins the site listed above and is bounded on south, east and west by the park asphalt path. North is bounded by wood stockade fence along easement to Shetland Street. Lawn is mowed between this fence and easement walkway. All pond areas are to be mowed from 6' of water's edge.

2) Barefoot Bay Aquatic Center at Community Park, estimated acreage 2.0 (1461 N. Midlothian Road): area is bounded on the east by park road, referred to as Recreation Way, on the north by asphalt path, on the west and south by one 60" mower pass outside chain link fencing. All mowing work done inside the aquatic center fence shall be bagged. Please be mindful to not mow areas worn by high traffic. All mulched tree islands and plant beds shall be maintained at two inches of mulch thickness and receive at least one top dressing of hardwood mulch prior to May 18th annually (sprinkler heads and established plants to be protected). Included in the scope of work one time per year is total leaf removal on entire site and rake and/or hand pull to remove all dead material from all Hostas (Genus~ Hosta) and Day Lilies (Genus~ Hemerocallis). This work shall be completed in fall when all deciduous leaves have dropped or in spring. All plant beds shall be weeded to be free of invasive plants and all weeds. All tree islands; shrub and plant beds shall be regularly trimmed and cleanly edged. All bagged lawn mulch and other landscape waste shall be removed from the premises. In addition to lawn areas common to the parking lot and Recreation Way, a 60-72" swath shall be mowed outside all perimeter chain link fencing on the west and south side of the facility. All mowing and landscape work including contractor vehicles removed from the premises shall be

accomplished prior to 9:40a.m. (Center hours are 10:00a.m. – 8:00p.m. 7 days a week, season is mid to late May through Labor Day).

3) Community Park Spray Park, estimated acreage .25 (1401 N. Midlothian Road): area is located east of the Mundelein Community Center and is bounded by the Center to the west and surrounded by chain link fencing on the north east and south. All mowing work done shall be bagged. Please be mindful to not mow areas worn by high traffic. All mulched tree islands and plant beds shall be maintained at two inches and receive one top dressing of hardwood mulch prior to May 18th annually (sprinkler heads and established plants are to be protected). Included in the scope of work one time per year is total leaf removal on entire site and rake and/or hand pull to remove all dead material from all Hostas (Genus~ Hosta) and Day Lilies (Genus~ Hemerocallis). This work shall be completed in fall when all deciduous leaves have dropped or in spring. All tree islands; shrub and plant beds shall be maintained free of invasive plants and all weeds. All tree islands; shrub and plant beds shall be regularly trimmed and cleanly edged. All bagged mulch and other landscape waste shall be removed from the premises. All mowing and landscape work including contractor vehicles removed from the premises shall be accomplished prior to 9:40a.m. (Spray Park hours are 10:00a.m. – 8:00p.m. 7 days a week, season is mid to late May through Labor Day).

4) Woodland Park Areas, estimated acreage 0.5 (Barnhill Dr. at Rt. 176): Bounded on the east by Barnhill Drive curb, on the west by property line shared with adjacent residential property, on the south by State Route 176 and on the north by Park Street. All areas mowed inside these boundaries.

Woodlands, retention-detention and wetland frontage areas, estimated acreage 3.0:

General: These sites are parallel with residential properties on the east side of Kasting Way along the rear common property line. There are three (3) areas that interrupt homes providing street exposure and access (all parkways common to these areas are included). Beginning at the south end of Kasting Way:

Retention Pond Site 1: is bounded on the south by a common property line with 1021 Kasting Way, on the north by a property line common with 1035 Kasting Way, on the west by Kasting Way street curb and on the east by a wetlands tree-brush line. A minimum 6' buffer is to be mowed along this brush line adjacent to a retaining wall from south 1021 Kasting Way property line to north 1035 Kasting Way property line. All areas are to be mowed from 6' of water's edge.

Retention Pond Site 2: is bounded by common property lines with residences 1065 through 1095 Kasting Way on the west, the wetlands tree – brush line on the east. Area bounded by 1065 Kasting Way property line at the south and 1095 Kasting Way south property line. All areas are to be mowed from 6' of water's edge. Bottom of dry detention area is to be mowed.

Retention Pond Site 3: is bounded on the west by Kasting Way frontage (to curb), by 1095 Kasting Way to the south, 1101 Kasting Way to the north and the wetlands tree-brush line to the east. All areas are to be mowed from 6' of water's edge.

Retention Pond Site 4: is bounded by common property lines of residential properties 1101 Kasting Way (connected to Site 3) through 1151 Kasting Way on the west, a wetlands tree-brush line on the east and ends at north property line of 1151 Kasting Way. All areas are to be mowed from 6' of water's edge.

Observation Deck, Wetlands Frontage and Retention Pond Site 5: is bounded on the west by Kasting Way frontage (to curb), wetlands tree-brush line on the east, common north property line with 1161 Kasting Way residence to the south and is continuous to end at south common property line of 1281 Kasting Way to the north. All areas are to be mowed from 6' of water's edge. A 6' buffer is to be mowed between retaining wall and wetlands tree-brush line.

Retention Pond Site 6: is bounded on the south by Kasting Way (to curb), on the north by Fieldcrest Drive (to curb), on the east by common property line of 1260 Kasting Way and to the west by 1210 Kasting Way (wood stockade fence) common property line that is extended by farm lot property line through to Fieldcrest Drive. East parkway of service drive is to be mowed to east tree stand. All areas are to be mowed from 6' of retention pond/ wetland lowland.

5) Leo Leathers Park East – West Trails, estimated acreage 8.0 (Buckingham Street and Manor Lane):

West Trail: is bounded on the east by Buckingham Road (from curb), on the west by wooded area (asphalt path ends), on the north by common residential property lines of 1829 Barnhill Drive through 1853 Barnhill Drive, and on the south by common residential property lines with 1998 Manor Lane to 1986 Manor Lane; 1885 McCrae Lane through 1898 McCrae Lane (cul-de-sac) and 1902 Armwood Lane to 1926 Armwood Lane. All areas to be mowed from aforementioned property lines to the Seavey Drainage Creek high water ledge.

East Trail: is bounded on the west by Buckingham Road (from curb), on the south by north shore of Seavey Drainage Creek and on the north by common residential property lines of 1795 Barnhill Drive through 1675 Templeton Court. A parkway – frontage to the Templeton Court cul-de-sac begins at the east common property line with 1675 Templeton Court and to north with Templeton Court parkway curb. This area ends at a north common residential property line of 1640 Templeton Court and the Leathers Park pond west shore at a pedestrian bridge. All areas to be mowed from aforementioned property lines to Seavey Drainage Creek shoreline.

6) Leo Leathers – Retention Area, estimated acreage 4.0: area is bounded on the east by Mundelein Animal Hospital and Gracepointe Church properties, on the north by Lakeside Apartment Complex, Mundelein Church of the Nazarene properties and a vacant lot, on the west by the Leo Leathers Park Forest and on the north by the Woodhaven residential subdivision and Mundelein High School property. This detention area is contiguous with the Leo Leathers East Trail. This trail, a (6') six foot wide asphalt paved path, surrounds the retention pond. Grounds to be mowed include the lawns on the pond side of the path to within (6') six feet of the normal shoreline. The grounds outside perimeter of the path is mowed to the common Mundelein High School property line and the Woodhaven residential property line on the south with two (2) easements; a pedestrian access between 615 and 617 Woodhaven Drive and a pedestrian/service vehicle access between 655 and 659 Woodhaven Drive, to the tree-brush line of the Leo Leathers Park Forest on the west, the connecting lawn of the Leathers East Trail, Templeton Court cul-de-sac (with adjacent parkway), tree-brush line along the vacant lot, Mundelein Church of the Nazarene, Lakeside Apartment Complex common property line on the north, to the brush line on the east.

7) Maurice Noll Retention Area, estimated acreage 2.0 (Hampton Lane/ Huntington Street): area is bounded on the east by Hampton Lane (to curb) and common residential property lines of 1200 – 1212 Hampton Lane, on the west by the western boundary of the Commonwealth Edison Right-of-Way, on the north by brush line and on the south by the north edge of the park entrance driveway, parking lot and tennis court chain link fence. All area is to be mowed to 6' from pond shoreline.

8) Longmeadow – Detention Areas, estimated acreage 1.5 (Longmeadow subdivision):

Site 1: area is on north side of Fieldcrest Drive between residential property addresses of 2600 and 2510 Fieldcrest Drive. Mowing includes the Fieldcrest Drive parkway and the lawn between the sidewalk and the detention-wetland shoreline.

Site 2: area at intersection of Chadwick Way/ Tudor Drive; mowing includes Chadwick Way parkway to common residential property lines at east and west and area between sidewalk and perennial plant bed.

Site 3: area includes Kettering Street parkway to common residential property lines north-south, area between sidewalk and perennial plant bed and 6' swath along each side of park path to its end.

Site 4: area at intersection of Franklin Street and Westfield Way; includes Franklin Street parkway to common residential property lines north-south and area between sidewalk and perennial plant bed.

Site 5: area includes the retention pond that is at the northwest corner of primary park property at Somerset Street. The perimeter of this pond should be mowed to within 6' of the shoreline.

Site 6: area includes mowing the Chadwick Way parkway and park property south to tree/ brush line. It is bounded on the southwest by the residential property line of 2141 Chadwick Way on the northeast by 2131 Chadwick Way.

Site 7: area includes mowing the easement bounded on the south by Somerset Lane curb, on the north by Park District property tree-brush line, on the west by the residential property line of 2110 Somerset Lane and on the east by the residential property line of 2100 Somerset Lane. Paved path parkways are mowed either side of this path within these boundaries.

Alternate Bid: Single service per Mundelein Park and Recreation District at selected sites:

1) Owner Parcels; not specified; per acre

Those properties owned by the Mundelein Park District but not specifically named in this document to be bid on a per acre price.

**SECTION IV
CONTRACT PROPOSAL**

Board of Commissioners _____, 2016
Mundelein Park & Recreation District
1401 N. Midlothian
Mundelein, Illinois 60060

_____ propose(s) to furnish all labor, materials and equipment for the provision of Turf and Landscape Services in accordance with specifications prepared for same by the Mundelein Park & Recreation District, Mundelein, Illinois.

_____ also certify(ies) that a complete examination of the proposed sites has been made by me or my representative and that all existing site conditions are reflected in the following prices.

SUMMARY OF BID:

1) Asbury Park Retention Sites	\$ _____
2) Barefoot Bay Aquatic Center	\$ _____
3) Community Park Spray Park	\$ _____
4) Woodlands Park/Detentions/Wetlands	\$ _____
5) Leo Leathers East-West Trails	\$ _____
6) Leo Leathers Retention Area	\$ _____
7) Maurice Noll Park Retention Area	\$ _____
8) Longmeadow Park Detention Areas	\$ _____
9) Mulch (total cost)	\$ _____
Total bid for services 2016	\$ _____

SUMMARY OF ALTERNATE BIDS 2016:

1). Owner Parcels, not specified; per acre \$ _____

Addenda and Proposal Exclusion

This proposal is based on the following addenda, receipt of which is hereby acknowledged:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

We propose to do the foregoing work in accordance with the standard methods as specified and agree to do said work under the direction of, and to the satisfaction of, the Mundelein Park District who has been duly authorized to design and supervise such work.

DATED THIS _____ day of _____, 2016.

_____	(a) Individual	()
Full Name of Bidder (Print)	(b) Partnership	()
	(c) Corporation	()

_____ Full Name of Bidder (Signature)

_____ Seal (if Corporation)
Official Title

_____ Fein or Social Security Number

_____ Street Address

_____ City, State, Zip

If partnership or corporation, please designate the title of person signing. Example: If partnership, state "partner"; if corporation, state name of office signer holds.

**TOTAL BID PRICE FOR EXTENSION TO TURF AND LANDSCAPE SERVICES
CONTRACT FOR SECOND AND THIRD SEASONS**

Year 2017 \$ _____

Year 2018 \$ _____

**ALTERNATE BID PRICE FOR EXTENSION TO TURF AND LANDSCAPE SERVICES
CONTRACT FOR SECOND AND THIRD SEASONS**

Year 2017

1). Owner Parcels; not specified; per acre \$ _____

Year 2018

1). Owner Parcels; not specified; per acre \$ _____

Limiting conditions or changes of bid proposal (if any):

- 1). _____

- 2). _____

- 3). _____

SECTION V

INSURANCE REQUIREMENTS ROUTINE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS

Before starting any work, contractor shall provide the District with a Certificate of Insurance with coverage amounts as listed and naming the Mundelein Park & Recreation District as additional insured.

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).

The Mundelein Park & Recreation District 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 the Park District.

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 the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against the Mundelein Park & Recreation District 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 the 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 the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the 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.

The Park District 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 the Park District.

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

Contractor shall provide certified copies of all insurance policies required above within ten (10) days of the 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 A 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 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 the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs involving 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.

E). Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Mundelein Park & Recreation 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 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, 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 Mundelein Park & Recreation District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract and from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labors Standards Act or any other federal or state law.

**CERTIFICATION OF COMPLIANCE
WITH ARTICLE 33B OF THE
CRIMINAL CODE OF 1961**

The undersigned, _____,
being the contractor submitting a bid for the public project as described in these bid documents
hereby certifies that the undersigned is not barred from bidding on the public contract as a
result of a violation of either Sec. 33B-3 or Sec. 33B-4 or Article 33B of the Criminal Code of
1961, approved July 28, 1961, as amended.

Dated: _____

Contractor: _____

By: _____

Attest: _____

MUNDELEIN PARK AND RECREATION DISTRICT
TURF AND LANDSCAPE SERVICES CONTRACT

**Certification that Contractor Has Adopted
And Maintains a Written Sexual Harassment Policy**

As part of his/its proposal on above referenced Contract, the undersigned (Contractor) hereby certifies that Contractor has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCA 5/1-101 et seq.) including at least the following:

- 1). a statement on the illegality of sexual harassment;
- 2). the definition of sexual harassment under Illinois law;
- 3). a description of sexual harassment, utilizing examples;
- 4). an internal complaint process, including penalties;
- 5). the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- 6). directions on how to contact the Department and Commission; and
- 7). protection against retaliation as provided by Section 6-101 of the Act.

Contractor further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

Contractor: _____
(Print Name of Contractor)

Signed: _____
(Signature of Authorized Officer)

Printed Name of Signatory: _____

As Its: _____
(Title of Signatory)

Dated: _____, 2016

STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS

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: _____, 20_____

Notary Public

(Notary Seal)