



Bid Documents
Mowing Services

Bids are due and will be opened and read aloud on
February 8, 2017 at 11:00 A.M. at the
Arlington Heights Park District Administrative Offices
410 N. Arlington Heights Road
Arlington Heights, Illinois 60004

January 25, 2017

BID NOTICE

The Board of Park Commissioners of the Arlington Heights Park District, Arlington Heights, Illinois, invites bids for **Mowing Services 2017** for the Arlington Heights Park District. Sealed proposals will be received until **11:00 a.m.** on **February 8, 2017** at the Arlington Heights Park District office at 410 N. Arlington Heights Road, Arlington Heights, Illinois. A public opening will take place at **11:00 a.m.** on **February 8, 2017** at the Park District office at 410 N. Arlington Heights Rd. The Bid may be awarded at the Park Board Meeting on **February 28, 2017** at 7:00 p.m. at the Administration Center, 410 N. Arlington Heights Rd., Arlington Heights, Illinois 60004.

Copies of documents required for bidding may be obtained at our website at www.ahpd.org. All bidders must submit a Bid Bond or Cashier's or Certified Check for 10% of the total contract amount with their bid form.

Bidders must note:

1. Bids must be submitted in sealed envelopes, and plainly marked "**SEALED BID - MOWING SERVICES**" and have the bidder's company name indicated on the face of the envelope.
2. Bids shall be submitted only on the bid form provided. The bid form must be completed in full and all total prices must include all work as stated in the specifications.
3. All bids submitted will be considered firm for a period of 60 days from the bid opening date.
4. All bidders are required to demonstrate to the satisfaction of the Park District, that they are capable and able to complete the work as required in the specifications. Each bidder shall submit with his bid, proof that he satisfactorily performed work of a similar nature to that specified within the preceding two years, together with the locations and the names of the responsible individuals in charge of such projects.

Proposals are to be enclosed in a sealed envelope addressed to: Arlington Heights Park District, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004, **ATTENTION: Bid Dept.**

The Board of Park Commissioners of the Arlington Heights Park District reserves the right to waive any irregularities and to accept or reject any proposal.

By Order Of: Board of Park Commissioners
Arlington Heights Park District

INSTRUCTIONS TO BIDDERS

A. DEFINITIONS

The following words and phrases, used herein, shall have the meaning ascribed to them as follows:

1. "Owner", "Park District" or "AHPD" shall mean the Arlington Heights Park District
2. "Bidder/Contractor" shall mean each company, offerer or vendor providing a bid
3. "Bid" means the price offered by the bidder for the services or project.
4. "Successful Bidder" or "Contractor" shall mean the Bidder that receives the award of contract from the Park District/Owner.
5. "Director" shall mean the Executive Director of Parks and Recreation of the Arlington Heights Park District or his designated representative.
6. "Contract Documents" shall mean: (i) these General Conditions and Instructions to Bidders and General Requirements, (ii) including but not limited to all Plans, Specifications and Drawings referenced therein prepared by the Owner, Engineer, Architect or other Consultant; (iii) the Bid Form to be submitted on form furnished in this document, (iv) the Agreement, a copy of which is attached hereto and incorporated herein (the "Agreement"), (v) Performance Bond and Payment Bond or irrevocable letter of credit as described in the Agreement.
7. Whenever the term "*addenda*" appears in any of the Contract Documents, it will be understood to refer to any written or graphic instruments issued prior to the bid opening which modify or interpret the Contract Documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Contract is executed. Changes or corrections may be made by the Arlington Heights Park District to the Contract Documents after they have been issued and before the Bid Opening. In such case, a written addendum describing the change or corrections will be issued by the Park District or Engineer to all bidders on record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the Contract Documents.

B. PROJECT SCOPE

1. The scope of work involves furnishing all of the required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to **Mowing Services Bid**, in accordance herewith and in accordance with the plans, specifications and drawings dated January 25, 2017 and any authorized change orders there to which have been signed by both parties hereto, and which are hereby incorporated herein by reference.
2. The Contractor shall commence work no later than **April 3, 2017**, and perform all work on a regular full-time basis during weekdays until final completion **on or by November 24, 2017 weather permitting.**
3. **Services will be for a minimum of one (1) year, and up to a total of three (3) years.**

C. PROJECT IDENTIFICATION AND LOCATION

1. Project Identification: Mowing Services Bid
2. Project Location: Various Locations Throughout the Arlington Heights Park District
3. Project Contact: **Jeff Lindstrom**
Superintendent of Parks
jlindstrom@ahpd.org
847-577-3058

D. RECEIPT AND OPENING OF BIDS

1. All bids are due no later than **11:00 a.m. on February 8, 2017** at 410 N. Arlington Heights Rd., Arlington Heights, IL 60004.
2. The Park District reserves the right to reject any or all bids and to waive any formality or technicality in any Proposal in the interest of the Park District.
3. Any bid received after specified bid opening time will not be considered.
4. Contractor is required to hold total bid price for sixty days (60) calendar days after bid opening.

E. PREPARATION OF BIDS

1. Each bid shall be submitted on the Bid Form furnished in these documents. The bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the proposal forms.
2. All bids must be written in black ink or typewritten, and signed with the legal signature of the Bidder, and enclosed in an opaque envelope, sealed, and clearly addressed as follows:

SEALED BID: Mowing Services

The envelope shall also contain the name and address of the bidder. The Park District will not be responsible for premature opened envelopes that are not properly marked.

F. EXAMINATION

1. Each bidder shall first examine the site(s), taking into consideration all such conditions that may affect this work. A submission of a proposal implies that this examination has been made. If the bid is accepted, the Bidder will be responsible for all errors in its bid resulting from its failure or neglect to comply with these instructions. The Arlington Heights Park District will not, in any case, be responsible for any change in anticipated profits or any unanticipated losses resulting from such failure or neglect.
2. Before submitting a Proposal, the Bidder shall carefully examine the Project Documents and Plans, visit the site of work, fully inform themselves of all existing conditions and limitations, and include in the Proposal a sum to cover the cost of all items included. The Bidder shall make intelligent observations and inquiry as to conditions at the Project Site. No pleas of ignorance, oversight or miscalculation of the conditions prevailing shall suffice to permit withdrawal of a Proposal submitted or to invalidate the Contract or Bond after its execution.

3. The Project Manager will make himself available to review the project site and project scope, at bidders the request.
4. No mandatory or voluntary pre-bid conference is scheduled for this Project.

G. QUALIFICATIONS OF BIDDER

The Park District may take action deemed necessary to investigate the qualifications of each bidder. Each bidder shall complete the Affidavit of Experience form in these Bid Documents and submit such form with the bid form. The Park District reserves the right to qualify or disqualify bidders as a result of lack of similar project experience and/or any other information obtained from the affidavit of experience form.

H. ADDENDA AND INTERPRETATION

1. All interpretations and requests for interpretations of the Bid Documents shall be made in writing no later than **10:00 a.m. on Wednesday, February 1, 2017**. Any addenda shall become part of the Contract Documents.
2. Any addenda must be acknowledged by the bidder and shall become part of the Contract Documents.

I. CONTRACT DOCUMENTS

The Bidder to whom the project is awarded will be required to enter into a contract with the Arlington Heights Park District for the extent of the work and contractual amount until the completion of the agreed work. The awarded Bidder will be required to enter into a contract with the Park District within ten (10) days after acceptance of the bid price.

J. BOND REQUIREMENTS

1. Bid Bond/Bid Security - The Bidder shall submit with his bid, a Bid Bond, Cashier's Check or Certified Check in an amount not less than 10% (ten percent) of the amount of Total Base Bid.
 - a. The bid security shall be made payable to the Arlington Heights Park District, and shall be attached to the proposal.
 - b. Should the Bidder fail or refuse to enter into the agreement and furnish an acceptable bond within ten (10) calendar days after notification of acceptance of the Bidder's proposal by the Arlington Heights Park District, the bid security shall be forfeited and become the property of the Arlington Heights Park District.
 - c. In the case of the Successful Bidder, the bid security will be retained by the Park District until receipt of all contract paperwork.
 - d. All bid securities will be returned to Unsuccessful Bidders upon request, following the receipt of all contract paperwork of the Successful Bidder.
2. Performance Bond - If a bid is accepted, the Bidder shall submit a performance bond, payable to the Arlington Heights Park District, for not less than one hundred (100%) percent of the contract amount.

3. Payment or Labor & Material Bond - If a bid is accepted, a performance bond, payable to the Arlington Heights Park District, for not less than one hundred (100%) percent of the contract amount will be required prior to begin services.

K. SUBMITTAL OF PLANS AND SPECIFICATIONS

1. Before commencing work, the Contractor shall submit for approval three copies of the manufacturer's information covering all materials and equipment that he proposes to furnish. The Contractor shall commence no work nor purchase any materials prior to the approval of the submittals except at the Contractor's risk. Approval of the submittals by the Owner shall not be considered a waiver of any provisions of the specifications nor shall they be construed to permit a waiver from any of the performance criteria required at the final inspection.
2. Submittals may not be required for all projects or services, and will be determined by the Owner and Contractor at a pre-construction and/or pre-services meeting.

L. MATERIALS

All materials supplied by the Contractor under the provisions of these Specifications and Plans shall be new materials of the kind and character called for. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the Owner. All material and equipment to be furnished under these Specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

M. SUBSTITUTION OF MATERIALS

The materials specified have been determined to have the characteristics appropriate for the purpose of the project. In the event, however, the clause "or equal" is used in the Specifications pertaining to the material or article, the use of an alternate article other than that specified must be submitted for written approval of the Owner or his representative not less than three business days prior to bid. Bids which propose to use a non-approved alternate will be rejected. The Owner reserves the right to reject any or all bids.

N. AWARDING OF CONTRACT

1. It is anticipated that a recommendation will be presented to the Board of Commissioners for approval at the regularly scheduled Park Board Meeting, **February 28 2017**. The Arlington Heights Park District reserves the right to review all bids submitted for a period of sixty (60) days after the bid due date, and by submitting a bid, the Bidder agrees that the amount specified in its bids shall remain in full force and effect for such sixty (60) day period. No Bidder shall modify, withdraw, or cancel its bid, or any part thereof, for sixty (60) days after said bid due date, and no attempted modification, withdrawal, or cancellation shall be valid.
2. Award, Rejection or Negotiation of Bids – The contract will be awarded to the lowest responsible and responsive Bidder complying with all the provisions of the General Conditions and Instructions to Bidders, provided the bid price is reasonable and it is to the interest of the Arlington Heights Park District to accept it. The Arlington Heights Park District reserves the right to reject the bid or a Bidder who (a) has previously failed to perform properly or complete on time contracts of a similar nature, (b) when investigation shows that the Bidder is not in a position to perform the contract, (c) is delinquent on any state or federal taxes, (d) is barred from bidding on this contract or any other contract pursuant to 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4 and/or (e) is not actively engaged in work of

similar size, scope and complexity as the Project Work and/or has not satisfactorily completed the minimum project work set forth herein.

3. Notwithstanding the foregoing, the Arlington Heights Park District also reserves the right to reject any or all bids and to waive or not to waive any irregularities, informalities or variances therein, or to accept any bid considered by the Arlington Heights Park District to be in the best interest of the Arlington Heights Park District. The Owner also reserves the right to accept all or part of a bid when the Arlington Heights Park District Park Board of Commissioners determines that it is in the best interest of the Arlington Heights Park District.

O. BASIS OF PAYMENT

1. Contractor shall submit a Pay Request/Invoice within ten (10) days following the end of each month and the Park District will make payment within ten (10) days after submittal of a payment request for all work performed in accord with the contract during the period.
2. Pay Requests/Invoices will be reviewed by the Owner, and the Contractor will not be paid for any weeks in which no services are rendered with respect to a particular location.
3. As required by the IRS, a W-9 Request For Taxpayer Identification Number and Certification Form must be submitted to the accounting department prior to releasing payment for the project.

P. RETAINAGE

The Park District shall waive the option retainage and pay Contractor 100% of Payment Application.

Q. TAXES

This work is being done under the auspices of the Arlington Heights Park District and therefore is exempt from the Illinois sales tax and the Regional Transportation Authority sales tax. The proposal shall not include any costs for these taxes.

R. DELIVER CHARGES

All bid prices should include both shipping and delivery charges. These charges shall be freight (F.O.B.) to the Park District. Delivery should be to a desired point within the Park District unless otherwise stated in the call for bids. Any variation from the advertised terms should be clearly stated in the Bidder's proposal.

S. GOVERNING LAWS AND REGULATIONS

The Bidder to whom the work is awarded shall perform all work and use only those materials that conform to city, state and federal codes regarding health, safety and welfare. The Arlington Heights Park District shall be held faultless for failure of work and material that does not conform to such codes. The Contractor shall comply with Equal Opportunity clause required by the Illinois Fair Employment Practices Commission.

T. OWNERSHIP OF PLANS AND SPECIFICATIONS

1. All Plans and Specifications and copies thereof, furnished by the Park District, are his property. They are not to be used on other work, and with the exception of one complete set, are to be returned to him on request at the completion of the Contract work.
2. No plan deposit or plan fee will be required to submit a bid for this project.
3. The Plans, Specifications, Special Conditions and Proposal Form are intended to include all job items necessary to properly complete the work. If, through inadvertence or otherwise, the Plans or Specifications omit to require any work necessary for such completion, the Contractor shall, nevertheless, be required to perform such work. Plans and Specifications are intended to be consistent with one another and with other portions of the Contract. Work or materials called for by the Plans and not mentioned in the Specifications, or vice-versa, shall be performed in as faithful and thorough manner as though fully covered by both.

U. CHANGES OR ALTERATIONS OF CONTRACT WORK

1. The Park District reserves the right to alter the services by adding to or deducting from the original quantities as bid without invalidating the Contract. All such work shall be executed under the original conditions for the original contract, except for an extension in time caused by any such changes or alterations.
2. If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this agreement, he shall give the Park District written notice therefore and obtain written approval of the extra before proceeding to execute the work. No such claim shall be valid and no payment for extra work shall be made unless the extra is approved in writing by the PARK DISTRICT.
3. The value of any change shall be determined by one or more of the following methods:
 - a. By an approved Lump Sum;
 - b. By Unit Prices given in the Contract or subsequently agreed upon;
 - c. Time and Material plus percentage. This method of cost shall be used on the Contractor's actual costs for time and material plus 20% for Contractor's overhead and profit. Contractor's actual costs shall be the direct costs for labor, payroll taxes, materials and equipment.

V. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies in, or omissions from bid documents, he should at once notify the Arlington Heights Park District which may send a written instruction to all Bidders. No oral interpretation by the Park District will be binding; only instruction in writing will be deemed valid. To receive consideration, requests for interpretation must be made no later than 10:00 a.m. on February 1, 2017.

W. SPECIFICATION OR INFORMATION CONFLICTS

Should any Specifications, Information, Directives, Notes, Tags or Provisions contained in the Construction Documents or Technical Specifications conflict with any other Specifications, Information, Directives, Notes, Tags or Provisions contained in the Construction Documents,

then the more stringent Specification, Information, Directive, Note, Tags or Provision shall apply.

X. COLLUSIVE BIDDING

The Bidder represents and warrants that its bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same Project Work; without prior knowledge or competitive prices; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

Y. PROGRESS MEETINGS

The Contractor shall be required to provide an opportunity for the Owner to attend appropriate progress meetings, with the Contractor [Project Foreman] and Owner. These meetings will review work schedules, progress, upcoming work and coordination with the Owner. Meetings may take place on daily, weekly or monthly basis, as determined by the Contractor and Owner prior to the start of services.

Z. PREVAILING WAGES

The Illinois Department of Labor and Arlington Heights Park District does Not require prevailing wage for mowing, grass cutting, line trimming, edging, weeding, core aerating, along with custodial services.

AA. CERTIFIED PAYROLL

The Illinois Department of Labor and Arlington Heights Park District does Not require certified payroll for mowing, grass cutting, line trimming, edging, weeding, core aerating, pest control, along with custodial services.

BB. PERMITS AND LAWS

The Contractor shall be responsible for obtaining any and all County, State and Village of Arlington Heights Permits, Licenses, Bonds, or other permits which may be required. The Contractor shall at all times observe and comply with all Federal, State and Local Laws, regulations and ordinances which, in any manner, affect the conduct of his work. Any complaint, claim, or action brought against the Contractor for failing to observe or comply with any law, ordinance or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Park District to liability and the Contractor shall indemnify and hold harmless the Park District from any and all such complaints, claims or actions. Before beginning work, the Contractor shall obtain from the proper officers all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

CC. WORKING HOURS

The Contractor will be allowed to schedule his normal work between the hours of **7:00 a.m. and 6:00 p.m., Monday through Friday**. Work during other hours will be allowed only on an emergency basis and as authorized by the Park District. The Contractor will be allowed to commence immediately upon execution of the agreement documents and issuance of all pertinent permits.

DD. LIENS

The final payment shall not be due until the Contractor has delivered to the Park District a complete release of all liens or claims for lien arising out of this Contract, or at the election of Park District, receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Park District indemnifying him against any lien.

EE. INSURANCE

1. Contractor shall maintain throughout the agreement, as a minimum, the following insurance policies set forth by PDRMA and contained in its entirety on Attachment AI.
2. **The District shall be named as additional insured under the commercial general liability coverage.** This insurance shall apply as primary insurance. Any other insurance or self-insurance maintained by the District shall be in excess of Contractor's insurance and shall not contribute with it.
3. The Contractor awarded the bid shall furnish to District one (1) copy of certificate of insurance made in favor of the Arlington Heights Park District and the Contractor.

END OF SECTION

OBLIGATIONS OF SUCCESSFUL BIDDER

1. The successful bidder shall abide by and comply with all applicable local and state laws relating to fair employment practices and prohibiting discrimination in contracts involving public funds or the construction or development of public buildings, works or facilities.
2. The successful bidder shall abide by and comport with all local and state laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to any and all applicable workmen's compensation acts or laws.
3. The successful bidder must comply with the provisions of the Illinois Human Rights Act ("Act") dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105), including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The contract with the successful bidder will provide for this requirement. The statutory provisions setting forth what such policies shall include as a minimum under the Act are on file with the District and available to the bidder upon request.
4. The successful bidder must comply with the provisions of the Illinois Substance Abuse Prevention on Public Works Act

END OF SECTION

BID FORM

**ARLINGTON HEIGHTS PARK DISTRICT
410 N. ARLINGTON HEIGHTS ROAD
ARLINGTON HEIGHTS, IL 60004
(847) 577-3000**

January 25, 2017
DATED

February 8, 2017
BID OPENING DATE

Sealed bids will be received by the Arlington Heights Park District until **11:00 a.m. on February 8, 2017** and then publicly opened for furnishing the following supplies and/or services to be delivered in accordance with the following instructions:

Bid Opening at: Arlington Heights Park District Administration Center
410 N. Arlington Heights Road
Arlington Heights, IL 60004

The Contractor shall commence work no later than **April 3, 2017** and perform all work on a regular full-time basis during weekdays until final completion, **November 24, 2017 weather permitting**.

A. ACKNOWLEDGEMENTS/CHECKLIST

1. Receipt of Documents: Bidder has received a complete set of specifications and plans and understands the meaning of their content, and shall willingly comply with the guidelines set forth in these documents.

- Yes No

2. Identification of Documents Received: The following is a checklist of documents that should appear in the Bid Documents. Please complete the checklist and contact the Park District if any of the documents have been omitted.

	Yes	No
Bid Notice.....	<input type="checkbox"/>	<input type="checkbox"/>
Instructions to Bidders.....	<input type="checkbox"/>	<input type="checkbox"/>
Obligations of Successful Bidder.....	<input type="checkbox"/>	<input type="checkbox"/>
Prevailing Wages.....	<input type="checkbox"/>	<input type="checkbox"/>
Bid Form		
A. Acknowledgement Check List.....	<input type="checkbox"/>	<input type="checkbox"/>
B. Proposal Form & References.....	<input type="checkbox"/>	<input type="checkbox"/>
C. Addenda.....	<input type="checkbox"/>	<input type="checkbox"/>
D. Anti-Collusion Affidavit.....	<input type="checkbox"/>	<input type="checkbox"/>
E. Contractor’s Certification.....	<input type="checkbox"/>	<input type="checkbox"/>
F. Written Sexual Harassment Policy Certification.....	<input type="checkbox"/>	<input type="checkbox"/>
G. Exhibit of Written Sexual Harassment Policy.....	<input type="checkbox"/>	<input type="checkbox"/>
H. Legal Compliance and Insurance Agreement.....	<input type="checkbox"/>	<input type="checkbox"/>
I. Illinois Drug Free Workplace Statement.....	<input type="checkbox"/>	<input type="checkbox"/>
J. Substance Abuse Prevention Form.....	<input type="checkbox"/>	<input type="checkbox"/>
K. Sample Contract/Agreement.....	<input type="checkbox"/>	<input type="checkbox"/>
Special Conditions.....	<input type="checkbox"/>	<input type="checkbox"/>
Attachment A1 (Insurance for mowing services).....	<input type="checkbox"/>	<input type="checkbox"/>

B. PROPOSAL FORM

Contractor: _____

Contractor Address: _____

Park Name	Acres	Est.Mowed Acres	Location	Bid, One Week	Bid, One Year (33 Weeks)
Banta	1.5	1.2	Waterman south of Miner	\$	\$
Berbercker	2	1.5	Miner & Stratford	\$	\$
Brittany Court	0.2	1.2	Parcel east of 220 E. Britt Ct.		
Burr Oak Connectors	1	1	Burr Oak Dr./Hackberry Dr.		
Camelot Connector	2.75	2.75	Bradford Dr./Douglas Ave.		
Carousel	5.8	5	1901 E. Suffield Dr.		
Carriage Walk	3.3	3	Derbyshire & Marshall		
Creekside	22.4	10.1	Schaeffer & Nichols		
Cronin	2	1.7	South & Vail		
Cypress Gardens	5	2	Cypress & Arlington Hts. Rd.		
Davis & Parks Svc. Cntrs.	2.16	1.4	1436 E. Davis St.		
Dryden	3	2.6	Dryden south of Rockwell		
Evergreen	3.5	2.8	Grove & Forest		
Falcon	1.1	0.9	Goebbert & Falcon		
Festival	0.33	0.25	Chestnut & Hawthorn		
Forest View Club & Park	5.8	2	Falcon east of Goebbert		
Greenslopes	5	3.5	Douglas & Marion		
Greens	4.2	4	Douglas & Olive		
Happiness I & II	3.6	1.7	Cambridge & Verde		
Heritage Tennis Club	2.92	1	7 W. College Dr.		
Hickory Meadows	5	4	Douglas & Marion		
Kingsbridge Arboretum	5.2	5	Kaspar & Victoria		
Klehm	2	1.6	Wilshire & Hawthorn		
Lake Terramere	11	4.5	Kennicott Rd. & Ringlesey		
McDonald Creek Connector	2.5	2	Windsor Dr. & Brighton Pl.		

Park Name	Acres	Est.Mowed Acres	Location	Bid, One Week	Bid, One Year (33 Weeks)
Rand Connector	1.7	1.7	Chestnut south of Ridge		
Rose Garden	0.5	0.3	NW Hwy. & Windsor		
Schagg	0.25	0.2	Beverly & Linden		
Scarsdale Islands	1.7	1.5	Throughout Scarsdale		
Sunset Meadows I & II	35.6	32	700 S. Dwyer Ave.		
Sunset Ridge	2.35	1.75	Ashford Ln. & Walnut		
Victory	1.7	1	Harvard & White Oak		
Village Parking Garage	1.65	0.23	Miner & Arlington Hts. Rd.		
Virginia Terrace	3.5	2	1503 W. Thomas		
Volz	5	4.3	St. James & Kennicott		
Westgate	2	1.6	Reuter & Miner		
Wildwood	6.5	6	200 E. Crabtree		
Windsor Pkwy. & Triangles	5	5	Windsor & Kensington		
17 S. Belmont	0.2	0.13	17 S. Belmont		
21 S. Belmont	0.2	0.06	21 S. Belmont		
Total Base Bid (one year) \$					
Total Base Bid (written out) _____					

Amounts set forth above shall apply to services rendered during 2017. The contractor shall set forth below, the percentage escalation to be applied to the 2018 and 2019 amounts, if any, the bidder shall be paid if the contract is not terminated by either party for 2018 and 2019.

Escalation, if any, for 2018

Escalation, if any, for 2019

_____ % (for example, 101%)

_____ % (for example, 101%)

BID PARAMETERS: Please check each box to acknowledge understanding and compliance of said parameters.

- The bidder hereby agrees to provide all labor, materials, tools and equipment required to complete project construction in conformance with the terms of the Bid Documents.
- The bidder understands that a properly Certified Check, Cashier's Check or Bid Bond payable to the Arlington Heights Park District for not less than ten (10%) percent of the Total Base Bid amount will be required for each bid.

Form of Bid Bond/Security _____, in the amount of \$ _____ is enclosed.

BIDS WILL BE AWARDED TO LOWEST RESPONSIBLE TOTAL BASED BID AMOUNT WITH ANY ACCEPTED ALTERNATE PACKAGES AND/OR SPECIFIC ITEMS WITHIN THE BID.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

REFERENCES:

List three clients for reference checks. Bidder must have completed work of a similar nature for these clients within the last two years.

<u>Company Name</u>	<u>Contact Person</u>	<u>Phone Number</u>
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1.	_____	_____
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2.	_____	_____
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3.	_____	_____
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C. ADDENDA

Each Bidder for this project shall be responsible for acknowledging all addenda that he has received during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1:

Signature	Title
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ADDENDUM NO. 2:

Signature	Title
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ADDENDUM NO. 3:

Signature	Title
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ADDENDUM NO. 4:

Signature	Title
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ADDENDUM NO. 5:

Signature	Title
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D. ANTI-COLLUSION AFFIDAVIT

_____, being first duly sworn, deposes and says:

That he is _____ of _____
(Partner, Officer, Owner, etc.) (Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

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 executed the foregoing certification as his/her free act and deed

this _____ day of _____ 20 _____

Notary Public: _____

****SEAL****

E. CONTRACTOR'S CERTIFICATION

In Compliance with P.A. 85-1295 – Illinois Revised Statute, Chapter 38, Section 33E-11

_____ as a _____
(Printed name of Vendor) (Individual, Partnership, Corporation)

As part of his bid on the above-sole referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract 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 of 1961, as amended.

By: _____

Title: _____

Date: _____

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 executed the foregoing certification as his/her free act and deed

this _____ day of _____ 20 _____

Notary Public: _____

****SEAL****

F. WRITTEN SEXUAL HARASSMENT POLICY CERTIFICATION

The undersigned bidder hereby represents and certifies to the Arlington Heights Park District, Cook County, Illinois, that it either (i) has adopted and implemented a written sexual harassment policy which complies with the requirement of Section 2-105 (4) of the Illinois Human Rights Act (775 ILCS 5/2-105 (A) (4) or (ii) in the event the undersigned bidder has not heretofore adopted and implemented such a written sexual harassment policy, then by submission of any bid to Arlington Heights Park District it does thereby expressly adopt as its own sexual harassment policy, effective the date of submission of such bid, that policy set forth on and contained in Exhibit H attached hereto and by this reference incorporated herein and made a part hereof.

Dated this _____ day of _____, 20_____.

Contractor:

By: _____
(Authorized Representative)

Title: _____

G. EXHIBIT OF WRITTEN SEXUAL HARASSMENT POLICY

Policy

It is the policy of _____ (Bidder/Contractor) that no employee of it shall be subject to sexual harassment.

Illegality

Sexual harassment is a form of sexual discrimination and is illegal.

Definition of Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Descriptions of Sexual Harassment

Descriptions of forms of sexual harassment are as follows and are not all-inclusive (Levin & Funkhouse, Ltd.)

Example 1: A male supervisor suggests to a female subordinate that the best way to get ahead in the company is to make him happy. He tells her that she could really go places if she has sexual relations with him.

Example 2: A female supervisor makes repeated advances to her male assistant. He gives in to her advances and winds up having sexual intercourse with his supervisor about 40 or 50 times, sometimes in the workplace and sometimes elsewhere. He later contends that his supervisor's sexual advances toward him were unwelcome and that he had sexual relations with his superior because he was afraid he would lose his job.

Example 3: In an equipment storage area, several pictures of nude or partially nude women appear on the walls in the form of calendars, photographs from magazines, posters and pinups. Male employees who make up the majority of the workforce occasionally use vulgar language and tell off-color jokes. The new female employee complains about the pictures and the language but her supervisor says that the employees who work there are "just being guys" and that she is being "overly sensitive."

Example 4: A group of male and female employees report to a manager that their supervisor subjects them to a steady stream of sexual slurs. The company (Bidder/Contractor) investigates and discovers that inappropriate sexual comments are being made, but that the comments are directed equally to male and female employees, and, therefore, does nothing.

The Company's (Bidder/Contractor/s) Internal Complaint Process

If an employee believes he or she is a victim of sexual harassment, he or she should immediately file a written complaint of same with his or her immediate supervisor, or if none, to the Company President. The complaint shall include dates, times and places of the alleged sexual harassment, name (s) of the perpetrator (s) and a description of the conduct complained of, all to the best

knowledge of the complainant. If after due investigation, the supervisor or President shall issue a written reprimand and may take more severe disciplinary action such as suspension without pay, demotion or dismissal. If suspension without pay, demotion, or dismissal is recommended, no such action may be taken without the approval of the President of the Company.

Civil Rights Violations

Under the Illinois Human Rights Act, it is a civil rights violation for any employer, employee, or agent of any employer, to engage in sexual harassment; provided, that an employer shall be responsible for sexual harassment of the employer's employees by non-employees or non-managerial and non-supervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

It is also a civil rights violation for a person or two or more persons to conspire to retaliate against a person because he or she has opposed that which he or she reasonably and in good faith believes to be unlawful discrimination or sexual harassment in employment, or because he or she has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under the Illinois Human Rights Act.

Illinois Human Rights Commissioner/Illinois Department of Human Rights

In addition to or as an alternative to an employee availing himself or herself of the company's internal complaint process discussed above, an employee who believes he or she is the victim of sexual harassment may bring his or her complaint to the attention of the Illinois Department of Human Rights at:

Illinois Department of Human Rights
100 West Randolph Street
Chicago, Illinois 60601

Within 180 days after the date that a civil rights violation allegedly has been committed, a charge in writing under oath or affirmation may be filed with the Illinois Department of Human Rights by an aggrieved person. The Department must then require the respondent to file a verified response within 270 days thereafter. The complainant may reply to said response within 60 days after it is filed. After the respondent is notified, the Department is required to conduct a full investigation of the allegations. Where there is a failure to settle any charge through conciliation, the Department is required to prepare a written complaint. At any time after a charge is filed, the Department or complainant may petition the appropriate court for temporary relief, pending final determination of the proceedings under the Illinois Human Rights Act. The petition shall be filed in the Circuit Court for the county in which the respondent resides or transacts business or in which the alleged violation took place.

A copy of this policy is to be provided to the Illinois Department of Human Rights upon request.

H. LEGAL COMPLIANCE AND INSURANCE AGREEMENT

THIS AGREEMENT entered into by and between _____, hereinafter referred to as "Bidder/Contractor" and Arlington Heights Park District, hereinafter referred to as the "Owner" or "District".

WHEREAS, Bidder may be performing work ("Work") under one or more contracts with the District, entered into or to be entered into from time to time, which Work will be performed on and/or off premises of the Owner and said Bidder may have subcontractors and/or one or more employees engaged in the performance of the Work.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Bidder 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 or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation are all forms of traffic regulations, public utility and intrastate and Interstate Commerce Commission regulations, worker's compensation laws, prevailing wage laws and the Social Security Act of the federal government and any of its titles, the Illinois Department of Human Rights, the Illinois Human Rights Commission, or Equal Employment Opportunity Commissioner statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the Park District, its public officials, employees, volunteers, and agents against any all claims, loss, judgments, liabilities, actions, damages, injuries and expenses, including but not limited to attorney's fees, incurred by reason of any lawsuit or claim for compensation arising in favor of any person, including but not limited to the employees, officers, or independent contractors of subcontractors of the Bidder or Owner, an account of personal injuries or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance of the Work by the Bidder or any of its subcontractors, whether such loss, damage, injury or liability is contributed to by the negligence of the Owner or by premises themselves or any equipment thereon, whether latent or patent, or from other causes whatsoever, except that the Bidder shall have no liability for damages or the cost incident thereto caused by the sole negligence of the Owner.
3. To keep in force, to the satisfaction of the Park District, at all times during the performance of the Work referred to above, Commercial General Liability (CGL) Insurance and if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. Automobile Liability Insurance with bodily injury, personal injury, and property damage limits of not less than \$2 million per occurrence and \$2 million annual aggregate, and worker's compensation and related insurance coverage at amounts required by statute, and employer's liability insurance with limits of not less than \$1,000,000. The Bidder agrees that prior to Work commencing, proof of such insurance coverage will be submitted to the Owner. There shall be no additional charge for said insurance to the Owner.

The Bidder shall furnish certificates of insurance for the insurance coverage required herein, naming the Owner, its public officials, employees, volunteers, and agents as additional insured and providing that such policies may not be cancelled or amended without 30 days prior written notice having been given to the Owner. The policies shall also contain "contractual liability clauses." The policies shall have no exclusions that would conflict with the project being bid. Any deductibles over \$10,000 will be disclosed at the time of bid submission to the Owner. All limits required will be specific to the project bid. Bidder shall include all subcontractors as insured under its policies or furnish separate certificates.

Coverage afforded the Owner, its officials, employees and volunteers as insured applies as primary, and not excess or contributing to any insurance issued in the name of the Owner. Finally, the Bidder agrees to waive any rights of subrogation. Coverage shall be at least as broad as 1988 ISO CGC Form or equivalent, ISO Business auto coverage form No. CA 0001 0187 covering automobile liability workers compensation employees' liability, as required by the State of Illinois.

If any policy is written on a claims-made basis, then the Bidder shall purchase, prior to commencement of the Work, such additional insurance as may be necessary to provide specified coverage to the Owner for a period of not less than five years from the termination of this agreement.

4. To furnish any affidavit or certificate, in connection with the Work to which this agreement pertains, as provided by law.
5. To indemnify Owner, its public officials, employees, volunteers, and agents for any loss, Bidder may sustain by reason of theft or other cause or from the acts or negligence of the employees of the Bidder or of its subcontractors.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Bidder shall have full control of the ways and means of performing the work referred to above and that the bidder or his/its employees, representatives or subcontractors are in no manner employees of the Owner. The bidder and any party employed by the Bidder are independent contractors.

This Agreement shall be effective upon acceptance by Owner of any bid from Bidder and shall continue unless and until mutually terminated in writing by an instrument in writing signed by both Bidder and Owner.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement

this _____ day
of _____, 20_____

FIRST PARTY, Bidder

Title: _____

SECOND PARTY, Arlington Heights Park District

Title: _____

I. ILLINOIS DRUG FREE WORK PLACE STATEMENT

The bidder acknowledges its obligations under the Illinois Drug-Free Workplace Act and certifies it will provide a drug-free workplace by publishing a statement that includes:

1. Notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place;
2. Specifying the actions that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Arlington Heights Park District, the employee will:
 - a) Abide by the terms of the statement;
 - b) Notify the undersigned of any criminal drug stature conviction for a violation occurring in the work place not later than five (5) days after such a conviction;
4. Establishing a drug free awareness program to inform employees about:
 - a) The dangers of drug abuse in the work place;
 - b) The policy of maintaining a drug-free work place;
 - c) Any available drug counseling, rehabilitation or employee assistance program;
 - d) The penalties that may be imposed upon an employee for drug violations;
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Arlington Heights Park District, and shall post the statement in a prominent place in the work place;
6. The undersigned will notify the Arlington Heights Park District within ten (10) days of receiving notice of an employee's conviction;
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies;
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statue occurring in the work place, he shall:
 - a) Take appropriate action against such employee up to and including termination; or
 - b) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposed by a federal, state, or local health, law enforcement, or other appropriate agency;

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.

Signed: _____ Date: _____

Title: _____

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 executed the foregoing certification as his/her free act and deed this _____ day of _____ 20 _____

Notary Public: _____

****SEAL****

J. SUBSTANCE ABUSE PREVENTION FORM

The Substance Abuse Prevention Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

K. SAMPLE CONTRACT/AGREEMENT

This Agreement made this _____ day of _____, 20_____, by and between _____, hereinafter called the “CONTRACTOR” and the ARLINGTON HEIGHTS PARK DISTRICT, hereinafter called the “PARK DISTRICT”.

WITNESSETH, that the CONTRACTOR and the PARK DISTRICT for the consideration stated here-in agree as follows:

ARTICLE I – SCOPE OF WORK: The CONTRACTOR shall provide all of the materials and perform all of the work described in the specifications entitled: **MOWING SERVICES BID**

and in strict accordance with the requirements of all of the component parts of this Agreement as noted under Article V, all of which are attached hereto and made a part hereof.

ARTICLE II – TIME OF COMPLETION: This work to be performed under this agreement shall be commenced **April 3, 2017** and shall be completed **November 24, 2017 weather permitting.**

The term of this contract shall be for (3) years commencing April 3, 2017 and expiring November 24, 2017 (33) weeks, subject to termination for the following year by either party, for any reason, by written notice to the other party on or before January 1, 2018 and January 1, 2019. If the contract is so terminated by either party, no further payment to the contractor shall be due for the following year.

The contract performance will be during the months of April through November of each year.

The initial contract places no obligation on the PARK DISTRICT to appropriate funds for the park mowing services beyond the initial term of the contract and contract extensions are dependent upon sufficient funds being appropriated each fiscal year by the Park District.

ARTICLE III – CONTRACT PRICE: The PARK DISTRICT shall make payments to the CONTRACTOR for the completed performance of work included in this agreement in compliance with the prices as noted in the CONTRACTOR’S bid and in accord with any subsequent approved agreement change orders subject to all of the provisions of the component parts of this agreement.

ARTICLE IV – COMPLIANCE WITH LAW: The CONTRACTOR shall comply with all statutes, rules and regulations of all Federal, State and Local Agencies having jurisdiction over the proposed improvement at the time the proposal was submitted to the PARK DISTRICT. Any and all costs associated in complying with said statutes, rules and regulations in effect at the time proposals were submitted and due shall be included within the costs of the proposal submitted.

ARTICLE V – COMPLIANCE WITH PREVAILING WAGE ACT: N/A This is a non-prevailing wage job.

ARTICLE VI – COMPLIANCE WITH ADA: In addition to the obligations set forth in Article IV, the contractor confirms that the materials and/or products listed in the proposal for bid do comply with the Americans with Disabilities Act, Title II, the ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. In addition, if the contractor is obligated by this agreement to install the materials and/or products, the contractor shall install the materials and/or products in compliance with the Americans with Disabilities Act, Title II, ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with

reference thereto. All costs of compliance with said statutes, rules and regulations in effect at the time the contractor submitted its bid have been included in the contract price.

ARTICLE VII – COMPONENT PARTS OF THIS AGREEMENT: This agreement consists of the following component parts, all of which are as fully a part of this agreement as if herein set out verbatim, or if not attached, as if attached hereto:

- Instructions to Bidders
- Bid Form
- This Agreement
- Conditions of the Bid
- Anti-Collusion, Sexual Harassment, Illinois Drug Free, Substance Abuse Affidavits and Contractor’s Certification
- Special Conditions
- Addenda, (if any)

In the event that any provisions in any of the above component parts of the agreement conflict with any provision in any other component parts, the provision in the component part last enumerated above shall govern over any other component part which precedes it numerically, except as may otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in original counterpart the day, month and year first above written.

CONTRACTOR: _____

ADDRESS: _____

SIGNATURE: _____ Title: _____

Attest: _____ Title: _____

****SEAL****

PARK DISTRICT: ARLINGTON HEIGHTS PARK DISTRICT

SIGNATURE: _____ TITLE: _____

Attest: _____ Title: _____

****SEAL****

END OF BID FORM
END OF SECTION

SPECIAL CONDITIONS

1.00 PREPARATION

On a daily basis the Contractor will notify the Superintendent of Parks Jeffrey Lindstrom, at 847-577-3058, or via email at jlindstrom@ahpd.org, which sites will be mowed that day by using a Daily Mowing Report. A minimum of one member of the crew must have proficient communication skills (both written and oral) in English in order to communicate effectively with the Park District representative. The name of the foreman or supervisor of the Contractor crew shall be provided to the Park District in writing, complete with a phone number for the Park District to use in the event of an emergency situation. Contractor shall notify the Park District via fax or email with a Mowing Completion Form at the end of each mowing day. The Park District will inspect the sites after completed to determine acceptability. If the mowing does not comply with specifications, the Park District will notify the Contractor. The Contractor will correct any unacceptable mowing at his/her own expense. No mowing of school sites on school days when children are present on grounds during recess, gym or lunch, see bid form for locations, as well as the Arlington Heights Park District's web site at www.ahpd.org. Contractor must confirm Park Districts estimate of turf to be mowed.

1.01 MOWING

Trash and Debris – The entire site will be picked up. Trash and glass, any debris, such as light branches and twigs shall be disposed of by Contractor off site to an appropriate refuse facility before mowing begins and not disposed of in Park District refuse cans. Paper trash and other litter must not be mowed so as to detract from the site.

Any heavier limbs downed by storms or other causes are the Owner's responsibility. The Contractor will notify the Arlington Heights Park District immediately if any large limbs or other damage is found.

Height of Cut – Mowers will be set at 2 ½". In other words, mower settings should depend upon terrain being mowed to ensure a final grass height of 2 ½". In no case shall more than 1/3 of the grass blade be cut at one time. Park District supervisors shall have the right to check equipment for compliance. The Park District reserves the right to adjust the height of cut. At the Contractors expense, if the grass exceeds 4.0 inches, cutting shall commence even if less than one week has elapsed since the last cutting.

1.02 PERFORMANCE

The Contractor will not mow, walk or use any equipment on turf areas when frost is present, where standing water is present, or in areas saturated with water. Turf areas are considered saturated when water puddles in footsteps. If mowing cannot be delayed and Contractor has obtained the Park District's permission, the Contractor may use a smaller piece of equipment that will not cause "tracking" or other visible damage to the turf. Contractor will not operate equipment at speeds that exceed conditions that "knock down" the turf instead of cutting the grass blade. Contractor will submit a list of proposed equipment to be used at each park location. Park District reserves the right to approve use of the appropriate equipment for each site.

If the Contractor damages any site he/she will immediately make all necessary repairs to return the site to its original condition. When the repairs are completed, the Contractor will notify the Park District to inspect the site for acceptance. Any and all repairs for damage caused by the Contractor will be done at the Contractor's expense. If the Contractor is

unable to make acceptable repairs within a reasonable time period, the Park District will have the repairs completed and deduct the cost from monies owed to the Contractor.

1.03 **FREQUENCY OF MOWING**

Mowing shall be accomplished at least once at each site, every seven-day period. Mowing and trimming at each site shall be completed the day it is started.

1.04 **TRIMMING**

Final trimming around permanent objects, such as buildings, curbs, trees, posts, shrubs, fences, play equipment, bleachers and signs, shall be accomplished with suitable mechanical equipment (string trimmer) at the same cutting height as the rest of the turf areas. Trimming shall be completed weekly during each mowing cycle. Trimming shall include removal of any weeds, grass, or "suckers" as needed, by hand or mechanical means, from around tree and shrub beds or rings. Trees and shrubs shall not be "barked" or damaged by the use of mowers, trimmers or other equipment.

1.05 **FINAL APPEARANCE**

Picking up or bagging of cut grass and raking of leaves are not normally required. Mowing patterns shall be such that all clippings are evenly distributed, not wind-rowed into noticeable deposits. Grass clippings shall not be blown into planting beds, or tree rings. At no time shall the equipment be used that the grass clippings be discharged toward buildings or into public streets or roads. Grass clippings will not be allowed to accumulate on hard surface areas, such as sidewalks, playgrounds, paths, basketball courts, roads, parking lots, etc. Mowing patterns will be established and equipment operated so that the height of cut is uniform and no scalping occurs. Mowed areas shall be uniform in cut and trim appearance. Contractor shall notify the Park District via fax or email with a Mowing Completion Form at the end of each mowing day. The Park District will inspect the sites after completion to determine acceptability. If the mowing does not comply with specifications, the Park District will notify the contractor. The Contractor will correct any unacceptable mowing at his/her own expense. Park District shall reserve the right to require a follow-up mowing and trim at no additional cost to the Park District, if park is not left presentable to the public.

1.06 **EQUIPMENT CONDITION**

Mowing equipment shall be kept in good, safe operating condition, and conform to OSHA standards. Oil and gasoline shall not be leaked onto grass or other surfaces. All required guards and safety devices must be attached and operating. Cutting blades must be kept sharp so that the grass is cut properly.

1.07 **FUELING AND OILING**

Mowers will not be fueled or oiled in grass areas. They should be moved to paved areas for this function. Spilled gasoline and oil kills grass. Any quantity of gas or oil spilled, within the Arlington Heights Park District premises, should be reported to the Park District immediately.

1.08 **LENGTH OF SERVICE**

The Contractor shall accomplish mowing for 33 consecutive weeks beginning on April 3. Final mowing shall be November 24, - weather permitting. **Actual stop/start dates will be confirmed by Park District personnel as the season progresses.** PARK DISTRICT reserves

the right to add or delete up to 6 weeks based on the growing conditions. During conditions when mowing may not be needed, PARK DISTRICT may require visit for additional "finish" work, such as removal of tree suckers, trimming and weeding as specified in Section 1.04.

1.09 WORKING HOURS

The Contractor shall schedule his normal work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, except at parks with ball diamonds, at which the work shall be accomplished between the hours of 7:00 a.m. and 3:00 p.m. Village ordinance will not allow mowing to begin before 7:00 a.m. on any day. Mowing operations can only be conducted between 8:00 a.m. and 3:00 p.m. on Saturday and 9:00 a.m. and 4:00 p.m. on Sunday, with prior Park District notification and approval.

1.10 INTERACTION WITH PARK PATRONS

The Arlington Heights Park District gives priority of use to its park patrons. The Contractor's vehicles and personnel shall be marked as to be easily identifiable by the park patrons. The work force of the Contractor shall be courteous to park patrons at all times. The work of the Contractor shall not interfere with scheduled events in a park and shall not, within reason, interfere with patrons' enjoyment of a park area. Any conflict or potential conflict between the work force and park patron shall be reported to the Maintenance Supervisor immediately. Rescheduling of work because of patron use shall not be grounds for failure to comply with frequency of service specified herein.

1.11 PUBLIC SAFETY

The Contractor shall not operate machinery in a manner that would in any way endanger park patrons. The Contractor shall be particularly careful to protect against injury from objects thrown by mowing equipment. Contractor will not operate any equipment on Park District property with altered or missing guards or safety equipment.

1.12 PROTECTION OF UTILITIES

The Contractor shall protect all utilities from damage, shall immediately contact the Park District and the appropriate utility if damage should occur and shall be responsible for all claims for damage resulting from Contractor's operations.

1.13 GRASS CLIPPINGS/LEAVES

Mulching shall begin as soon as leaves begin to fall and continue until the end of the contract. Mulching of leaves shall be subject to all requirements of Section 1.05 Final Appearance.

1.14 CONCURRENT OPERATIONS

This contract is a non-exclusive contract with the Arlington Heights Park District. The Arlington Heights Park District reserves the right to use other contractors or its own employees to perform work similar to that being performed under the terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and shall not be cause for the Contractor to cease performance of work as directed.

1.15 CLEAN-UP

At the end of each day's work and after completing the improvement, and as may be required by the Park District, the Contractor shall pick up all debris and loose material and remove them from the job site or deposit them in approved refuse containers furnished by the Contractor.

All refuse containers shall be covered and emptied as needed, in order to eliminate blowing refuse at the project site. The Contractor is responsible for the offsite disposal of all debris or excavated materials from this project. Onsite burying of material is not permitted. At the completion of this project, it will be the Contractor's responsibility to immediately restore any and all areas, services, structures, etc., which may have been damaged due to operations of the Contractor.

If the Contractor fails to clean up and/or restore the site at the completion of the work, the Park District may do so, and the cost thereof shall be charged to the Contractor.

1.16 SITE PROTECTION

The Contractor shall be responsible for adequate job site safety protection. The park area is used daily by the public and adequate protection for park users must be provided.

1.17 DAMAGE TO OTHER WORK

Should the Contractor, his agents or his workers, or any of his subcontractors or material/men cause damage to the Park District, or to the work or materials of other contractors or persons, the damage and the repair or replacement of same shall be the sole responsibility of the Contractor. The repairs and replacing of damaged work shall be under the direction of the Park District, and the cost of same shall be the responsibility of the Contractor.

1.18 TIME OF COMPLETION AND WORK SCHEDULE

The Contractor, as a part of the bid, shall prepare and submit an Estimated Progress Schedule for the work. The progress schedule shall be related to the entire project to the extent required by the bid forms, and shall provide for expeditious and practical execution of the work. The Contractor shall also inform the Park District, who his project superintendent is and set up a pre-construction meeting. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

END OF SECTION

Attachment A1

INSURANCE REQUIREMENTS MOWING SERVICES

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

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

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

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 10 01, 01 30 09 97, 20 37 10 01 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

B. Business Auto and Umbrella Liability Insurance

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

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

C. Workers Compensation Insurance

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

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees,

volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

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

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

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

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

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to

procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

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

F. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.