



**Bid Packet and Specifications
January 28, 2019**

**MOKENA COMMUNITY PARK DISTRICT
TURF MOWING SERVICE**

Bids are due by and will be opened and read aloud at 10:00am on Thursday, February 21 at the Mokena Community Park District Administration Center, 10925 W. LaPorte Rd., Mokena, IL 60448



LEGAL NOTICE: ADVERTISEMENT TO BID

Notice is given that the Mokena Community Park District will accept Sealed Bids for **MOKENA COMMUNITY PARK DISTRICT – TURF MOWING SERVICE BID** as indicated in the specifications until **Thursday, February 21, 2019 at 10:00am** at which time the bid proposals will be publicly opened and read aloud at the Mokena Community Park District Administration Center, 10925 W. LaPorte Rd., Mokena, IL 60448. Proposals received after that time will not be accepted.

As of 11:00am on January 28, 2019 Bid Documents will be available on www.mokenapark.com, or by submitting an email request to jvangennep@mokenapark.com. Hard copies available upon request. Any inquiries should be directed via email to Jim Van Gennep, Superintendent of Parks & Facilities.

Bids must be enclosed in a sealed envelope and clearly marked on the outside **“BID – TURF MOWING SERVICE”** and delivered to the Mokena Community Park District, 10925 W. LaPorte Rd., Mokena, IL 60448. Oral, faxed or emailed proposals will not be accepted.

The Park District reserves the right to reject any and/or all bids, to waive any informality, and to accept the bid that is in the best interest of the Mokena Community Park District.

All proposals must include a ten percent (10%) Bid Guarantee. No Bidder may withdraw their proposal after the hour set for the opening thereof, or before award of the contract, unless said award is delayed for a period exceeding (30) calendar days.

INSTRUCTIONS TO BIDDERS

Sealed bids will be accepted until 10:00am on Thursday, February 21 and immediately thereafter publicly opened and read aloud at the Mokena Community Park District Administrative Offices, 10925 W. LaPorte Rd., Mokena, IL 60448. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids regardless of when post marked. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Mokena Community Park District Board of Park Commissioners at a regularly scheduled meeting.

The Proposal form shall be submitted, in duplicate, on an unaltered Proposal Form furnished by the Owner. All blanks on the form must be properly executed and completed. Each proposal must give the full business address of the Contractor and be signed by a duly authorized representative. Each proposal shall be enclosed in a sealed envelope, clearly marked as follows:

BID – TURF MOWING SERVICE

Mokena Community Park District
Attn: Jim VanGennep, Supt. of Parks & Facilities
10925 W. LaPorte Rd.
Mokena, IL 60448

1. Preparation and Submission of Bid Proposal

It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including; equipment, supplies, tools, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Bidders shall return all Bid Documents, including Drawings and Specifications with the bid, and **no sheets shall be detached from any part of the Bid Documents.**

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Bid Proposal Form. The Bid Proposal Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Proposal Form provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

2. Requirement of Bidders

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list all mowing projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, and telephone number, contract amount, percent complete, and scheduled completion date.

On the Project References form provided herein, list at least three (3) mowing projects your organization has completed in the past two (2) years, which are comparable in scope, giving the name of the project and brief project description, owner and telephone number, project cost and date of completion.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each

claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder or its senior management from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim.

Other required submittals include: Bid Proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

3. Examination of Site, Drawings, Specifications

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, including but not limited to the Drawings and written Specifications, and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the Bidder agrees, represents and warrants that

he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

4. Acceptance or Rejection of Bids

The Park District may accept the bid of, and award the Contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Proposal Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Mokena Community Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

5. Surety

All bids must be accompanied by a bid bond or bank cashier's check payable to the Mokena Community Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Mokena Community Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Mokena Community Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

6. Withdrawal of Bid

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the

bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

7. Award, Acceptance and Contract

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Proposal Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement between Owner and Contractor AIA Document A101-2007, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

8. Interpretation of the Contract Documents

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications.

If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than three (3) days prior to opening of bids to the Park District. Address all communications to Jim Van Gennep, Superintendent of Parks & Maintenance, at the Park District.

If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and/or Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

9. Addenda

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

10. Substitutions during Bidding

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to

determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

GENERAL CONDITIONS OF THE CONTRACT

The American Institute of Architects "AIA Document A201-2007 General Conditions of the Contract for Construction," 2007 Edition, as modified by Owner, and included in this Project Manual are the General Conditions.

SUPPLEMENTAL CONDITIONS

The "General Conditions of the Contract, AIA Document A201, 2007 Edition" (the "General Conditions"), as modified by Owner, are hereby amended to include the following:

I. Insurance and Indemnity Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

- A. Commercial General and Umbrella Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, 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, its elected and appointed officials, officers, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

- B. Continuing Completed Operations Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.
- C. Business Auto and Umbrella Liability Insurance.** Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 0 1, CA 00 05, CA 00 12, or a substitute form providing equivalent liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- D. Workers Compensation Insurance.** Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.
- E. General Insurance Provisions.**
- 1. Evidence of Insurance.** Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, 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 insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the

obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within 10 days of Owner'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. Bests Key Rating Guide. If the Bests rating is less than A VII or a Best's rating is not obtained, tile 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 waive all right of contribution and 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.

PROJECT OVERVIEW

1. INSPECTION OF PREMISES

It is the Bidders responsibility to tour all listed park sites and become familiar with the cutting and trimming boundaries. Any questions or clarifications should be directed to the Superintendent of Parks and Facilities at 708 372-8867. It is highly recommended that each Bidder visit all park sites listed on bid specifications. Failure to do so could result in disqualification and in no way relieve the successful bidder from the necessity of providing, without additional costs to the Mokena Community Park District, all necessary services that may be required to carry out the terms of the resulting contract.

2. REFERENCES

The Bidder will be required to provide three (3) references complete with name, address and telephone number for projects of a similar size and nature. These references must be from jobs in progress or ones completed within the last three (3) years.

The bidder shall have no less than five (5) years experience in the turf mowing business, preferably with jobs of similar or larger size.

The bidder shall submit, on company letterhead, a letter with the bid which explains his qualifications and experience pertaining to the proposed work.

3. LABOR

The contractor shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required and to permit the timely completion of all operations.

Any contractor's employee whose employment is reasonably detrimental or objectionable to the Mokena Community Park District, shall be immediately transferred from the premises upon the Park District's request.

Items and work to be performed per this bid shall be carried out by the company or individual bidding such items, and not in any way or form be subcontracted. If at any time this would occur, the Mokena Community Park District reserves the right to cancel the contract.

Strict adherence to **OSHA** requirements is part of this agreement.

4. EQUIPMENT

All over-the-road vehicles or equipment shall be identified by the contractor's name for purpose of identification. All tools or equipment required to carry out the operations within the scope of this contract shall be provided by the contractor, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The Mokena Community Park District reserves the right to **inspect** the equipment that will be used prior to award of bid.

5. WORK SCHEDULES

Contractors shall make every reasonable effort to perform said services so as to avoid inconvenience to scheduled Park District activities.

Weekly service work shall normally be performed on the same day (Wednesday/Thursday) each week. However, in the event of holidays, rain, drought, or other factors, the contractor may be required to re-schedule to another day.

The contractor shall perform all work between the hours of 7:00 a.m. and 4:30 p.m. Monday through Friday, except holidays/special events recognized by the Mokena Community Park District.

Each mowing area/park site is to be completed within the same day, following the mowing schedule coordinated in conjunction with the Superintendent of Parks and Facilities. However, the Mokena Community Park District may, at its discretion, select individual sites not to be mowed or to be mowed on a different schedule. If weather conditions or unstable turf is present, mowing will be rescheduled to the first possible day.

Compliance with the mowing schedule is a critical component of the contract. Any deviation from the schedule must be approved in writing in advance by the Superintendent of Parks and Facilities.

6. SCOPE OF WORK

The contractor shall provide turf mowing services for the Mokena Community Park District for 28 cuttings beginning April 18 and ending October 24, 2019. Contractor shall provide all labor, equipment and materials necessary to perform work according to the agreement.

7. METHOD OF PAYMENT

Contractor shall submit a monthly billing to the Mokena Community Park District for services rendered no later than the first Wednesday of the month following the mowing of the specified Park sites.

All invoices must indicate the Park site for which the work is being performed, and the date of completion. If an individual site is unable to be mowed in its entirety, the cost for mowing shall be **prorated** for the amount actually mowed. All work shall be inspected and approved before any payment is authorized by the Superintendent of Parks and Facilities. The Mokena Community Park District reserves the right to withhold payment for any work not completed to the satisfaction of the Park District.

8. SPECIFICATIONS

- A. Mowing season shall be for 28 cuttings commencing April 18 to October 24, 2019. If a site is not cut, costs shall be pro-rated on a per unit basis.
- B. Mowing shall be once per week for 28 cuttings except as otherwise noted.
- C. All paper, glass, cans, sticks, stones, and other debris shall be picked up and properly disposed of before each mowing.
- D. Mowing of the turf shall be at approximately 2.5 inches, unless otherwise directed by the Superintendent of Parks and Facilities.
- E. Each mowing area/Park site shall be completed in one day.
- F. **All** sites shall be neatly trimmed with a standard string trimmer: The mowing of sites includes the trimming around trees, flower/shrub beds, swales, facility equipment, fencing, asphalt, structures, light poles, posts, concrete curbs, foot paths, and paved areas.
- G. All excess lawn clippings and landscaping debris shall be removed from the Park site - no wind furrows or clumps of excess lawn will be allowed. Double cutting may be necessary to remove these conditions, especially on baseball/softball/soccer fields.
- H. Grass clippings are to be air blown after each mowing from all hard surfaces including walks, paths, parking lots, shelters, athletic court surfaces, water fountains, and access roads.

- I. Grass clippings may not be discharged onto any streets, parking lots, playgrounds, flower beds, sand volleyball courts, ball diamonds, athletic court surfaces, flower beds, shrub beds, signs, trees and fences.
- J. Deciduous trees shall be trimmed of sucker growth and branches that interfere with pedestrians and/or mowing operations.
- K. Turf mowers are to be a rotary type.
- L. Safety shielding and other manufacturer safety amenities on all mowing equipment shall remain attached at all times.
- M. Landscaped berms, hills, or similar areas will be hand mowed to prevent scalping.
- N. The use of herbicides or pesticides is strictly prohibited.
- O. Contractor is to leave the Park site in a clean and neat appearance.
- P. Contractor is responsible (replacement or reimbursement) for any damage to turf areas, plant material, trees, park equipment, park facilities and any adjoining properties, caused by the mowing/trimming operation.
- Q. A written report shall be submitted to the Superintendent of Building and Grounds at the conclusion of each week during the period covered by this contract. All such notifications shall include the following information:

Park Site _____

Date of mowing _____

Start time _____

End Time _____

9. SPECIAL PROVISIONS

Drought Conditions

If drought conditions last longer than three (3) weeks and the grass is not growing, mowing may be suspended by the Superintendent of Parks and Facilities until the grass starts growing again. Contractor shall be initially notified by telephone or E-mail followed by certified mail for both suspending and restarting mowing. No payment will be made for this time.

Site Inspection

It is the Bidders responsibility to tour all listed park sites and become familiar with the cutting and trimming boundaries. Any questions or clarifications should be directed to the Superintendent of Parks and facilities at 708 372-8867. It is highly recommended that each Bidder visit all park sites listed on bid specifications. Failure to do so could result in disqualification and in no way relieve the successful bidder from the necessity of providing, without additional costs to the Mokena Community Park District, all necessary services that may be required to carry out the terms of the resulting contract.

Refueling

Refueling of equipment shall be limited to parking lot or street areas only.

Additional Services

Any requests for additional services not specifically listed, shall be performed only after a written agreement has been executed and signed by the Executive Director and the contractor.

MOKENA COMMUNITY PARK DISTRICT BID FORM

DATE: January 28, 2019

PROJECT: Turf Mowing Service

SCOPE OF WORK: Contractor shall provide turf mowing services for the Mokena Community Park District for 28 weeks beginning April 18 and ending October 24, 2019. Contractor shall provide all labor, equipment, and materials necessary to perform work according to the agreement.

TO: Mokena Community Park District
10925 LaPorte Road
Mokena, IL 60448

FROM: _____

ADDRESS: _____

The bidder, having visited the park sites and being familiar with the local conditions affecting the cost of the work and with all requirements of the proposed contract documents, proposes to provide all things as required by said Documents for the stated Scope of Work for the Bid package indicated above. Bids shall be submitted on an annual basis (28 cuttings) per park site for a period of one year, with an **option** for both parties to renew said agreements in **2020 and 2021**.

BID

If awarded the Contract, the Bidder agrees to complete all of the work as shown in the Bid Documents in connection with this Project, as follows:

<u>Park Site</u>	<u>Location</u>	<u>2019/2020/2021 Bid 1 Amount</u> (annual cost/ site)	<u>2019/2020/2021 Bid 2 Amount</u> (unit cost/week)
Acorn	19925 Red Oak Dr., Mokena	_____	_____
Brookside Meadows	Cherry St. & Longmeadow Dr., Tinley Pk.	_____	_____
Boulder Ridge	19237 Beaver Creek Lane, Mokena	_____	_____
Buske	11435 W. Hillside Lane, Mokena	_____	_____
Fox Ridge	19740 Telluride Lane, Mokena	_____	_____
Grasmere	10335 W. Lindsay Lane, Mokena	_____	_____
Grasmere Linear Strip***	Grasmere Subdivision, Mokena	_____	_____
Green Meadows	10520 W. Williams Way, Mokena	_____	_____
Hecht	9310 W. Birch Ave., Mokena	_____	_____
Heritage	11945 W. 197 th Street, Mokena	_____	_____

***To be cut only in even-numbered years (2020, 2022, etc.).

(continued next page)

<u>Park Site</u>	<u>Location</u>	<u>2019/2020/2021 Bid 1 Amount</u> (annual cost/ site)	<u>2019/2020/2021 Bid 2 Amount</u> (unit cost/week)
London Bridge	11880 London Bridge Dr. Mokena	_____	_____
Main Park	10925 LaPorte Road, Mokena	_____	_____
Manchester Cove	19205 Crescent Drive, Mokena	_____	_____
Marley Creek	10555 W. Jacob Drive, Mokena	_____	_____
McGovney	19345 Schoolhouse Rd., Mokena	_____	_____
Oaks Rec Center	10847 LaPorte Rd., Mokena	_____	_____
Oaks Disk Golf Course	10847 LaPorte Rd., Mokena	_____	_____
Prairie Ridge	21431 Coneflower, Mokena	_____	_____
Riivendell	605 Bryan Trail, New Lenox	_____	_____
Timbers Point (detention & park site)	18418 White Oak Lane, Tinley Park	_____	_____
Tinley Gardens	Lenore & Ethyl Lane, Tinley Park	_____	_____
Whisper Creek	12439 Palmira Ct., Mokena	_____	_____
Willowview	11420 W. 197 th St., Mokena	_____	_____
Yunker Park/Homestead	10824 LaPorte Rd., Mokena	_____	_____
Total (Bid 1 Amount Only)		\$ _____	

UNIT PRICES

The aforementioned unit costs for each Park site shall apply to facilitate changes in Work; however, should such changes, additions, or deductions become necessary during the progress of the Work, bidder will fill in applicable unit price.

BID DEPOSIT

The Bidder furnishes herewith, as requested in the Instructions to Bidders, a Bid deposit in the amount of 5% of the amount bid in the form of a:

Cashier's Check _____ Certified Check _____ Bid Bond _____, made payable to the owner as obligee. (Bidder to check the form of deposit furnished.)

It is understood and agreed that, should the Bidder fail to enter into a contract with the Owner within the time and in the manner herein provided, the Bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely the exact amount of damages the Owner will sustain, it is agreed that the Bid deposit is a fair and equitable estimate of such damages.

MOKENA COMMUNITY PARK DISTRICT

CERTIFICATE OF ELIGIBILITY AND COMPLIANCE

The Bidder has included, as attachments to the Bid Form, the Certificate of Eligibility to Bid, Certificate of Compliance with Illinois Drug-free Workplace Act, Contractor's Certification, Certificate of Compliance with the Sexual Harassment Policy, and a Fair Employment Practices Affidavit of Compliance and "Equal Employment Opportunity".

BID ACCEPTANCE

Written notice of the acceptance of the Bid will be mailed, or faxed to the undersigned after the date of the opening of the Bids. The undersigned agrees to execute a Contract in accordance with the Bid as accepted, within 10 days from the date of such written notice.

The Park District reserves the right to reject any and all bids or parts thereof and to waive any technicalities and irregularities in the bidding and to disregard all non-conforming or conditional bids or counter proposals, whenever such rejection or waiver is in the best interest of the Mokena Community Park District.

EXECUTION

Signed this _____ day of _____, 2019

By (Business name): _____

Business Address _____

Business Phone _____

Cell Phone _____

By: _____

Signature

Typed name and title of signer

Attest: _____ Seal
(if a corporation)

Typed name and title of signer

Date

END OF BID FORM

CERTIFICATE OF COMPLIANCE

Illinois Compiled Statutes

720 ILCS 5/33E et. Seq., and 65 ILCS 5/11 - 42.1-1

_____, the contractor under a

certain contract dated _____ with the Mokena Community Park District
for

_____ hereby certifies that

said contractor is:

1) not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision
of the 720 ILCS 5/33E et Seq.- (bid-rigging, bid rotation);

2) no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in
accordance with 65 ILCS 5/11 -42.1-1.

Contractors:

By: _____

By: _____

By: _____

SUBSCRIBED AND SWORN TO:

before me this _____ day

of _____ 2015

NOTARY PUBLIC

END OF DOCUMENT

CERTIFICATE OF COMPLIANCE

DRUG FREE WORKPLACE ACT

30 ILCS 580/1 ET SEQ.
1991, Ch. 127, Sec 132.311 et seq.

_____, the contractor under a certain
contract dated _____ with the

Mokena Community Park District for

_____ hereby certifies that
said contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

- A. Publishing a statement:
 - 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
 - 2. Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3. Notifying the employee that, as a condition of employment on such contract, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

- B. Establishing a drug free awareness program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the contractor's policy of maintaining a drug free workplace
 - 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. the penalties that may be imposed upon employees for drug violations.

- C. Making it a requirement to give a copy of the statement required by subsection (A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

END OF DOCUMENT

ILLINOIS HUMAN RIGHTS ACT on SEXUAL HARASSMENT

775 ILCS 5/2 - 105

_____, the contractor under a certain contract
dated _____ with the Mokena Community Park District for
_____ hereby certifies that

said contractor shall, as a condition of the aforesaid contract, certify that there is available a written company sexual harassment policy that includes, at a minimum, the following information:

1. The illegality of sexual harassment
2. The definition of sexual harassment under State Law
3. A description of sexual harassment using examples
4. The Contractor's internal complain policies and procedures including penalties
5. The legal recourse, investigation, and complaint process available through the Il. Dept. Of Human Rights and the Human Rights Commission and directions on how to contact both
6. Protection against retaliation as provided by Section 6-101 of the IL. Human Rights Act.

A copy of this policy shall be provided to the IL. Dept. Of Human Rights upon request.

By: _____

Title: _____

SUBSCRIBED AND SWORN to

before me this ____ day

of _____, 2015.

_____ NOTARY PUBLIC

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

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

(5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

EQUAL EMPLOYMENT OPPORTUNITY

04160 - 1
130587034v1 2703

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC'S Rules and Regulations for Public Contracts:

Section 2.10. The term Subcontracts means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of any employer and an employee):

(a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, utilized in the performance of any one or more contracts; or

(b) under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

ACKNOWLEDGED AND AGREED TO:

By: _____ Date: _____

ATTEST: _____ Date: _____

END OF DOCUMENT

CONTRACTOR'S CERTIFICATION

I, _____, having been first duly sworn depose and state as follows:

I, _____, am the duly authorized agent for _____,

which has submitted a proposal to the Mokena Community Park District for _____
(Name of Project)

and I hereby certify that _____ is not delinquent in the payment of any

tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____

Title: _____

Subscribed and Sworn to before me

this _____ day of _____, 2014

Notary Public

LIST OF INTENDED SUBCONTRACTORS

<u>Proposed Contractor (name, address, phone)</u>	<u>Type of Work</u>	<u>Amount of Subcontract</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Each contractor for the project proposes to use the above subcontractors for portions of the work described in the Contract Documents. All subcontractors shall be required to provide separate insurance as required in the Instructions to Bidders, and comply with all other requirements of the General Conditions, including Paragraph 17 - Subcontractors.

END OF SECTION

LIST OF BID QUALIFICATIONS

Name of Bidder: _____

Item Description _____

1 _____

2 _____

3 _____

4 _____

I have read and agree to the following statements:

“This form is not intended to release the contractor from including any of the work detailed in the bidding documents, nor extend the bid due date. The contractor has asked all questions of the project team within the requirements of the instructions to bidders. **The above items are voluntarily offered by the contractor in order to clarify approved assumptions made by the contractor or give additional information to the owner for the purposes of evaluating the bids.** Failure to include any portion of the required work or questions resulting from any of the above items may result in rejection of the bid by the owner.”

By: _____

Title: _____

SUBSCRIBED AND SWORN TO

before me this _____ day

of _____, 2014

NOTARY PUBLIC

END OF SECTION

PROFESSIONAL REFERENCES

1. CONTACT: _____
COMPANY: _____
ADDRESS: _____
CITY & STATE: _____
PHONE #: _____
SCOPE OF WORK DESCRIPTION: _____

2. CONTACT: _____
COMPANY: _____
ADDRESS: _____
CITY & STATE: _____
PHONE #: _____
SCOPE OF WORK DESCRIPTION: _____

3. CONTACT: _____
COMPANY: _____
ADDRESS: _____
CITY & STATE: _____
PHONE #: _____
SCOPE OF WORK DESCRIPTION: _____
