



# ROSELLE PARK DISTRICT

## **Bid Packet & Specifications**

February 5, 2024

### **Mowing Service 2024**

#### **Mandatory Pre-Bid Meeting:**

February 15<sup>th</sup>, 2024 at 11:30am

at

Roselle Park District  
10 North Roselle Rd.  
Roselle, IL 60172

#### **Bid Submission Deadline:**

February 23<sup>rd</sup>, 2024 at 10:00am

#### **Bid Opening:**

February 23<sup>rd</sup>, 2024 at 10:00am

at

Roselle Park District  
Administrative Offices  
10 N. Roselle Rd.  
Roselle, IL 60172

#### **Contact Info:**

**Nick Leone, Parks & Facilities Manager**

630-857-0150

[nleone@rparks.org](mailto:nleone@rparks.org)

## **ADVERTISEMENT FOR BID**

The Board of Park Commissioners of the Roselle Park District, Roselle, Illinois, invites bids for Mowing Service Bid 2024 for the Roselle Park District. Sealed proposals will be received until 10:00 AM on Friday, February 23, 2024, at the Roselle Park District Office at 10 N Roselle Road, Roselle, Illinois, 60172. A public opening will take place at 10:00 AM on Friday, February 23, 2024, at the Park District office at 10 N Roselle Road. The Bid may be awarded at the Park Board Meeting on Wednesday, February 28, 2023, at 7:00pm at the Roselle Park District Office at 10 N Roselle Road, Roselle, Illinois, 60172.

Copies of documents required for bidding purposes may be obtained at the Park District office beginning Monday, February 5th at the Roselle Park District Clauss Recreation Center at 555 W Bryn Mawr Ave, Roselle, Illinois, 60172 on weekdays from 9:00 a.m. until 6:00 p.m.. The Bid Documents may be downloaded in PDF format from the Owner's website: <https://www.rparks.org/bids-rfps> or by contacting Nick Leone, Parks and Facilities Manager at [nleone@rparks.org](mailto:nleone@rparks.org). All bidders must submit a Bid Bond or Cashier's Check for 10% of the total contract amount with their bid form.

There is a mandatory pre-bid meeting on Thursday, February 15, 2024 at 11:30am, at 10 North Roselle Road, Roselle, Illinois, 60172.

Proposals are to be enclosed in a sealed envelope addressed to: Roselle Park District, 10 N Roselle Road, Roselle, Illinois, 60172. ATTENTION: Nick Leone and marked on the outside "BID" MOWING SERVICE BID 2024.

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

## **Instructions to Bidders**

The following information is enclosed in your Bid Packet:

- Instructions to Bidders
- Invitation to Bid
- Cover Letter
- Bid Form
- Agreement Form
- Anti-Collusion, Sexual Harassment, Illinois Drug Free Affidavits
- Specifications
- Detail Specifications (if any)
- Addenda (if any)
- Conditions of a bid

Please read through the material carefully. All figures must be presented on the Bid Form to be considered. Information from any other source will be considered supplemental and not as a part of the bid itself.

The Following items are to be returned as your completed bid:

- Bid Form – containing all totals.
- Agreement – with the bidder's name completed online two.
- Signed Anti-Collusion Affidavit
- Specifications
- Detailed Specifications (if any)
- Addenda (if any)
- Conditions of the Bid
- Bid Security – bid bond, cashier's check, or certified check not less than 10% of the bid amount.
- Estimated Progress Schedule – this is a timeline for the project from the start through completion listing target items and dates.

## Invitation to Bid

The Roselle Park District will receive sealed bids for: Mowing Service 2024 at the Roselle Park District Office at 10 N Roselle Road, Roselle, Illinois, 60172 until 10:00am on Friday, February 23, 2024. Bid documents and specifications are available at the Park District Clauss Recreation Center at 555 W Bryn Mawr Ave, Roselle, IL 60172. A public bid opening will be held at 10:00 AM on Friday, February 23, 2024 at the Park District office: Roselle Park District Office at 10 N Roselle Road, Roselle, Illinois, 60172.

The bid may be awarded at the Board Meeting of the Park Board of Commissioners on Wednesday, February 28, 2024 at 7:00 p.m. at the Roselle Park District Office at 10 N Roselle Road, Roselle, Illinois, 60172.

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

Bidders must note:

- Bids must be submitted in sealed envelopes, and plainly marked **"BID" MOWING SERVICES BID 2024**, bidder's company name indicated on the face of the envelope.
- 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.
- All bids submitted will be considered firm for a period of 60 days from the bid opening date.
- 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.

**Date: February 5, 2024**

**Bid Documents For: Mowing Service Bid 2024**

**Project:**

The scope of work involves furnishing all of the required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to, provision and installation of Mowing Service Bid 2024, in accordance herewith and in according with the plans, specifications and drawing dated February 5, 2024 and any authorized change order there to which have been signed by both parties hereto, and which are hereby incorporated herein by reference.

**Location:**

Various parks within the district

Owner: Roselle Park District

555 W Bryn Mawr Ave,

Roselle, Illinois, 60172

(630) 894-4200

**Contact Person:**

Nick Leone - Parks and Facilities Manager

[nleone@rparks.org](mailto:nleone@rparks.org)

(630) 857-0150

**Bid Opening:**

All bids are due no later than 10:00 AM on February 23, 2024, at Roselle Park District Office at 10 N Roselle Road, Roselle, Illinois, 60172. Bids shall be submitted in sealed, opaque envelopes, plainly Marked:

**"Roselle Park District Mowing Bid 2024"**

## BID FORM

Roselle Park District  
555 W Bryn Mawr Ave,  
Roselle, Illinois, 60172  
(630) 894-4200

DATED	BID OPENING DATE	FINAL COMPLETION DATE
February 5, 2024	February 23, 2024	November 8, 2024

Sealed bids will be received by the Roselle Park District until 10:00 AM on February 23, 2024 and then publicly opened for furnishing the following supplies and /or services to be delivered in accordance with the following instructions:

**Bid Opening at:**

Roselle Park District  
10 N Roselle Road,  
Roselle, Illinois, 60172  
(630) 894-4200

The Contractor shall commence work no later than Monday April 15, 2024, and perform all work on a regular full-time basis during weekdays until final completion and shall so schedule the work so that the project is complete and ready no later than November 8, 2024. The District holds the right to pause service for two weeks during the growing season, changing the total number of cuts to 28 for the year.

The bidder hereby acknowledges receipt of the following addenda, if any, distributed by the Roselle Park District.

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

TOTAL BID: BASE BID - MOWING SERVICES 2023 (30 weeks) \$ \_\_\_\_\_

(INWORDS) \_\_\_\_\_

TOTAL BID: ALTERNATE 1 - MOWING SERVICES 2023 (30 weeks) \$ \_\_\_\_\_

(INWORDS) \_\_\_\_\_

TOTAL BID: ALTERNATE 2 - MOWING SERVICES 2023 (30 weeks) \$ \_\_\_\_\_

(INWORDS) \_\_\_\_\_

Services will be for a minimum of one (1) year, and up to a total of three years with an additional two one (1) year renewal option pending agreement of both parties. A total of 5 consecutive years should both parties agree on the completion of each year’s contract.

The amounts set forth above shall apply to services rendered during 2024. The contractor shall set forth below, the percentage escalation to be applied for 2025 and 2026 amounts, if any. The bidder shall be paid if the contract is not terminated by either party for 2025 or 2026. Should either the Park District or the Contractor elect not to renew or extend the Contract for an additional one-year period, notice must be given in writing no later than January 1st of the next contract year, (example by 1/1/2024 to cancel for 2024 year).

Escalation 2025	Escalation 2026	Optional Escalation 2027	Optional Escalation 2028
%	%	%	%

<b>Roselle Park District Bid Form 2024</b>					
<b>Base Bid</b>					
<b>Park Name</b>	<b>Appendix</b>	<b>Estimated Mowing Acreage (Including Plant Bed and Pruning)</b>	<b>Park Location (Roselle, IL. 60172)</b>	<b>Bid Amount / Week</b>	<b>Bid Amount 1 Year (30 Cuts)</b>
<b>Clauss Park Recreation Area</b>	A	12.08	555 W. Bryn Mawr Ave.		
<b>Goose Lake Park (IGA) (1 Cut / 2 Weeks)</b>	B	7.92	1040 Mensching Rd.		
<b>Gorski Park</b>	C	2.34	4 E. Foster Ave.		
<b>Kemmerling Park</b>	D	6.84	400 S. Prospect Ave.		
<b>Kid Towne Park</b>	E	1.0	193 Merriford Ln.		
<b>Odlum Park</b>	F	6.77	162 Travis Pkwy.		
<b>Marion Park</b>	G	1.21	116 W Glenlake Ave.		
<b>Post Office Park</b>	H	0.92	33 W Hattendorf Ave.		
<b>Lions Park</b>	I	1.44	230 Park Ln.		
<b>Valley Park</b>	J	1.96	7N741 Valley Rd		
<b>Alternates</b>					
<b>Clauss Farm Athletic Fields</b>	A.1	15.32	555 W. Bryn Mawr Ave.		
<b>Turner Park</b>	K	9.06	81 E. Devon Ave.		



## LIST OF SUBCONTRACTORS

The subcontractors listed below will be involved in this Contract work in the assignments listed. Any deviation from this list must be requested in writing one week prior to the start of the work involved.

Name of Subcontractor	Work Assignment

## REFERENCES

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

Company Name	Contact Person	Phone Number

In compliance with the invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within days from the date of the opening, to furnish any or all the items upon which prices are quoted, at the price set opposite each item and, unless otherwise specified within days after receipt of order.

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

(Please print)

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

## **AGREEMENT**

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Between \_\_\_\_\_, hereinafter called the  
'CONTRACTOR' and the Roselle Park District, hereinafter called "PARK DISTRICT".

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

**ARTILE 1 - SCOPE OF WORK:** The CONTRACTOR shall provide all the materials and perform all the work described in the specifications entitled:  
MOWING SERVICES BID 2023

And in strict accordance with the requirements of all 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 10, 2023 and shall be completed November 17, 2023.

**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 proposal dated and in accord with subsequent approved agreement change orders subject to all 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. All costs associated with 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 c: Ind 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

Invitation to Bid Cover Letter Bid Form

This Agreement

Conditions of the Bid

Anti-Collusion, Sexual Harassment, Illinois Drug Free Affidavits and Contractor's Certification Specifications

Detailed Specifications (if any)

Addenda, (if any)

If 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 the original counterparts the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day, month and year first above written.

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_  
(Seal)

PARK DISTRICT: ROSELLE PARK DISTRICT

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_  
(Seal)

## **SPECIFICATIONS FOR MOWING SERVICES BID 2024 Roselle Park District, Roselle, IL.**

### **SCOPE OF WORK**

The work to be performed shall include:

- Mow and trim turf, plant bed maintenance, and pruning in various parks.

Base Bid will include the following parks:

- Clauss Park
- Goose Lake Park
- Gorski Park
- Kemmerling Park and Pool
- Kidtowne Park
- Odium Park
- Marion Park
- Post Office Park
- Lions Park
- Valley Park

Alternate 1 will include the following parks:

- Clauss Athletic Fields

Alternate 2 will include the following parks:

- Turner Park

Any alterations or modifications of the work specified herein shall be made only by written agreement between the Bidder and the Park District and shall be made prior to commencement of any such alterations or modifications. No claims for any extra work or materials will be allowed unless covered by written agreement.

All bids submitted will be considered firm for a period of 60 days from the bid opening date.

## **ROSELLE PARK DISTRICT**

### **I. MOWING AND GENERAL GROUNDS MAINTENANCE SERVICE CONTRACT**

#### **1.1 PREPARATION**

Daily the Contractor will notify the Owner via email, [nleone@rparks.org](mailto:nleone@rparks.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 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. The Owner will inspect the sites after completed to determine acceptability. If the mowing does not comply with specifications, the Owner will notify the Contractor. The Contractor will correct any unacceptable mowing at his/her own expense. Contractor must confirm Park Districts estimate of turf to be mowed with Park District representative at pre-bid meeting prior to bidding.

#### **1.2 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 to detract from the site.

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

Height of Cut - Mowers will be set 3 ". In other words, mower settings should depend upon terrain being mowed to ensure a final grass height of 3". 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 4.5 inches, cutting shall commence even if less than one week has elapsed since the last cutting.

### **1.3 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 Owners 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. The contractor will submit a list of proposed equipment to be used at each park location. The owner reserves the right to approve the 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 Owner to inspect the site for acceptance. 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, the Owner will have the repairs completed and deduct the cost from monies owed to the Contractor.

### **1.4 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.

### **1.5 TRIMMING**

Final trimming around permanent objects, such as building, 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 using mowers, trimmers or other equipment. Appropriate herbicides may be used in select areas with prior approval of the owner, notification flags, and with proper licenses, MSDS, and labels on file with the Roselle Park District.

### **1.6 PLANT BED AND PRUNING MAINTENANCE**

Plant beds at all locations should be weeded throughout the season at all locations and a pre-emergence should be applied by contractor no later than April 24, 2023. Post-emergent herbicide may be applied to control weeds. Mechanical methods may be used to control weeds. A Spring Cleanup which includes collecting of garbage, leaves & debris left over from the fall and winter, spade edging of all previously edged plant beds and tree rings and a general walkthrough of the properties shall be performed on time in the spring, no later than April 30th, and shall be maintained throughout the season. All plant material shall be inspected while performing other maintenance duties to determine need for pruning. Pruning shall be completed in accordance with horticultural specifications and climatic conditions. All shrubs, evergreen, and groundcover shall be pruned two times within the maintenance season. The first round of pruning shall be completed no later than May 19th. The Contractor shall remove dead or diseased branches from the trees up to twelve feet in heights. All plant trimmings shall be cleaned up and removed from the site.

#### **1.6A FALL CLEAN UP**

Leaves and Debris removal from the landscaped beds (Fall Clean Up) at the fall time of the season shall be discussed prior to the fall season with the Roselle Park District. One, Two or All parks may be discussed,

and an alternate price may be requested from the District at that time of the work requested. Mowing, mulching of the leaves and removal of debris on the turf areas will be continued to be completed until November 17th per the contract.

### **1.7 FINAL APPEARANCE**

Picking up or bagging of cut grass and raking of leaves are not normally required. Mowing patterns shall be such that the clippings and mulches 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, and 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 lot, 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. The owner shall reserve the right to require follow-up mowing and trim at no additional cost to the Park District, if the park is not left presentable to the public.

### **1.8 EQUIPMENT CONDITION**

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

### **1.9 FUELING AND OILING**

Mowers will not be fueled or oiled in grassy 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 Roselle Park District premises should be reported to the Owner immediately.

### **1.10 LENGTH OF SERVICE**

The Contractor shall accomplish mowing for 32 consecutive weeks beginning the Second full week in April. Final mowing shall be in the third week of November, or to be determined by Park District representative and Contractor. The owner reserves the right to add or delete up to 6 weeks based on the growing conditions. While the weekly Contracted price will remain valid throughout 2023. During conditions when mowing may not be needed. The owner may require a visit for additional "finish" work, such as removal of tree suckers, trimming and weeding as specified in Section 1.04.

### **1.11 HOURS**

The Contractor shall schedule his normal work between the hours of 7:00 a. m. and 5:00 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.

### **1.12 INTERACTION WITH PARK PATRONS**

The Roselle 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 workforce of the Contractor shall always

be courteous to park patrons. The work of the Contractor shall not interfere with scheduled events in a park and shall not, within reason, interfere with patron's 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.

### **1.13 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. The contractor will not operate any equipment on Park District property with altered or missing guards or safety equipment.

### **1.14 PROTECTION OF UTILITIES**

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

### **1.15 LEAVES**

Leaves shall be mulched no less than once a week. Mulching shall begin as soon as the 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.

### **1.16 CONCURRENT OPERATIONS**

This contract is a non-exclusive contract with the Roselle Park District. The Roselle 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.

***THE PARK DISTRICT RESERVES THE RIGHT TO VOID THE CONTRACT IF THESE SPECIFICATIONS ARE NOT MET. THE CONTRACTOR WILL HAVE 3 DAYS TO RESOLVE ISSUES BEFORE THE CONTRACT IS VOIDED. \$50.00 PER HOUR PER EMPLOYEE WILL BE DEDUCTED FROM THE MONTHLY INVOICE FOR NON-COMPLIANCE OF CONTRACTUAL DUTIES THAT ARE SUBSEQUENTLY COMPLETED BY THE PARK DISTRICT STAFF.***



## **ROSELLE PARK DISTRICT**

### **II. CONDITIONS OF THE BID**

#### **DEFINITION OF TERMS**

Throughout these bid documents, the following terms shall be used:

**BIDDER** - Any individual, firm, company, or corporation submitting a sealed proposal as a Bid on the designated item(s) or project.

**CONTRACTOR** - Any individual, firm, company or corporation whose bid is accepted by the Roselle Park District for the item(s) or project.

**DIRECTOR** - The Executive Director of the Roselle Park District or her Designated representative.

**PARK DISTRICT** - The Roselle Park District of DuPage County, Illinois.

#### **FORMS**

All bid proposals are to be submitted on the Bid Form provided, signed in ink in the proper spaces and submitted in a marked and sealed envelope.

#### **ERRORS IN THE BID**

When an error is made in extending the total price, the unit price will govern. Otherwise, the bidder is not relieved from errors in bid preparation.

#### **CORRECTIONS / WITHDRAWAL**

If an error is found in a bid, it must be corrected before the date and time for the bid opening. A written request for withdrawal of the original bid or any part thereof may be granted only if the request is received prior to the specified time of closing. No bid may be withdrawn or canceled after the closing time for receipt of bids and for a period of sixty (60) days thereafter.

#### **SAMPLES**

Samples of drawings requested shall be delivered and removed at no cost to the Park District. The Park District will not be responsible for damage to samples. Samples must be submitted prior to the time set for the opening of bids. Samples shall be removed by the Bidder within thirty (30) days after the Bid Award. Any samples not removed by this time will be discarded by the Park District.

#### **TRADE NAMES**

When an item is identified in the specifications by a manufacturer or trade name or catalog number, the Bidder shall bid upon the item so identified. If the specifications state "or equal", bids on other items will be considered, provided the Bidder clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item. The Park District shall have the right to approve or reject as an equal, any article the Bidder proposes to furnish which contains variations from the specifications.

## **PRICE**

The bidder must specify unit prices as well as the aggregate price, unless otherwise specified. Failure to specify unit prices when required may result in bid rejection.

## **TAXES**

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

## **DELIVERY 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.

## **OMISSIONS AND DISCREPANCIES**

Should a Bidder find discrepancies in, or omissions from bid documents, he should at once notify the Roselle 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 not later than three working days prior to the date set for receipt of bids.

## **PRE-BID MEETING AND QUESTIONS**

Bid Meeting will be held on Tuesday, March 14, 2020. If any questions arise about the Bid documents, they should be directed, preferably in writing, to the Park District. All questions and responses will be available to all interested people through the Park District.

## **BIDDER'S KNOWLEDGE**

Before submitting proposals, Bidders shall visit the site upon which the work is to be executed to familiarize themselves with the existing conditions and fully understand the nature and scope of the work. Such an examination will be presumed, and no allowances will be made to the Bidder for extra labor or materials required, or an account of any difficulties encountered which might have been foreseen and examination been made. Inspections may be arranged by contacting the staff member listed as the contact person on the cover page.

## **BID SECURITY**

The Bidder shall submit with his bid, a Bid Bond or Cashier's Check in an amount not less than 10% (ten percent) of the amount of bid. The bid security shall be made payable to the Roselle Park District and shall be attached to the proposal. All checks shall be drawn on an acceptable Illinois bank. Should the Bidder fail or refuse to enter into the agreement and furnish an acceptable bond within 10 calendar days after notification of acceptance of the Bidder's proposal by the Roselle Park District, the bid security shall be forfeited and become the property of the Roselle Park District.

In the case of the successful Bidder, the bid security will be retained by the Park District. All bid securities will be returned to unsuccessful Bidders by certified mail.

### **ACCEPTANCE OR REJECTION OF BIDS**

The Park District reserves the right to reject any or all bids, to award a contract for only a portion of the bid work, waive informalities or technicalities in any bid, and accept any bid it deems to be in its best interest.

The Park District may consider such factors as bid price, delivery guarantee, experience and responsibility of bidder, methods of construction and similar factors in determining which bid it deems to be in its best interest.

### **EXECUTION OF CONTRACT, LABOR AND MATERIAL PAYMENT BOND, AND PERFORMANCE BOND**

It is the intent of the Park District to accomplish as much of this work possible within a limited budget. It is therefore conceivable that some bid items may be omitted from the agreement.

The successful Bidder/Bidders shall enter into a written agreement with the Roselle Park District within ten (10) calendar days after notification of acceptance of the proposal. The agreement included herewith shall be executed for performance of the work ahead.

Within ten (10) calendar days of being awarded the Bid, the Bidder shall be required to prove a Labor and Material Payment Bond, and a Performance Bond each in the total amount of the contract sum (100%). The bond shall guarantee faithful performance of all the provisions of the agreement, for all work and materials against defects, and the payment of all bills and obligations arising from the agreement. It shall also fully guarantee the performance and replacement of all material and equipment, including labor, for a period of one year after final acceptance of the project by the Director.

### **GUARANTEE**

The Bidder shall guarantee, in writing, that all materials and workmanship are free from defects and will remain free for a period of at least one year after completion of the work. He shall further agree to replace all defective materials furnished under this agreement for a period of one year from the date of final acceptance, at no additional charge to the District.

### **ANTI-COLLUSION AFFIDAVIT**

Bidders shall file an affidavit of anti-collusion, contained herein, with all bids for award consideration.

**PARK DISTRICT RIGHT**

The Park District always reserves the right to reject all bids submitted hereunder or accept any bid or combination of bids in the best interest of the Park District and the right to waive minor deviations from the "Contract Documents".

**IDEMNIFICATION**

The Contractor shall indemnify and save harmless the Roselle Park District from and against all claims, costs, damage and demands resulting from injuries or death or damage to property alleged to have arisen because of or connected with the performance of work under the agreement by the Contractor or his Subcontractor. The Contractor shall defend the Roselle Park District against any actions based thereon and shall pay all fees of attorneys and all costs and other expenses arising therefrom.

**INSURANCE**

Contractor shall maintain throughout the agreement, as a minimum, the following insurance policies set forth by PDRMA and contained in their entirety on Attachment A1.

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 an excess of the Company's insurance and shall not contribute to it.

The Contractor awarded the bid shall furnish to District three copies of certificates of insurance made in favor of the Roselle Park District and the Contractor

**DELIVERY AND STORAGE**

The Contractor shall notify the Park District of all deliveries of materials to the project site at least 48 (forty-eight) hours prior to such deliveries.

All material to be used for this project shall be clearly marked and may be delivered to and stored in the areas at the job site as designated by the Park District. Material shall be stored in such a manner as not to interfere with the normal movement of pedestrian and vehicular traffic. The Park District assumes no liability for providing storage areas for material.

**USE OF PREMISES**

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinance, permits or directions of the Park District.

## **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, to eliminate blowing refuse at the project site. The Contractor is responsible for the offsite disposal of all debris or excavated materials from the project. Onsite burying of material is not permitted. At the completion of this project, it will be the Contractor's responsibility to immediately restore 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.

## **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.

## **DAMAGE TO OTHER WORK**

Should the Contractor, his agent, or his workers, or any of this 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 at 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.

## **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 Sunday. Work during other hours will be allowed only on an emergency basis and 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.

## **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 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 confirmed on written request in each case.

## **CHANGE IN THE WORK**

The Park District, without invalidating the agreement, may make changes by altering, adding to or deducting from the work, the agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original agreement, except that any claim for extension of time caused thereby shall be adjusted at the time or ordering such change. All change orders to the agreement must be in accordance with the provisions of Ill. Rev. Stat. Ch. 38, Par. 33E.

No change shall be made unless in pursuance of a written order from the Director, stating that the Park District has authorized the change. No claim for an addition to the agreement sum shall be valid unless so ordered by Director and agreed upon in writing by the Park District and Contractor. The value of any such change shall be determined by agreement between Contractor and Park District in one or more following ways:

By estimate and acceptance in a lump sum;  
By unit prices named in the contract or subsequently agreed on; or  
By cost and percentage.

## **CLAIM FOR EXTRAS**

If the Contractor claims that any instructions, by drawing or otherwise, involve extra cost under this agreement, he shall give the Park District written notice therefore before proceeding to execute the work. No such claim shall be valid unless so made; the making of such a claim shall not, however, establish its validity.

## **PERMITS AND LAWS**

The Contractor shall be responsible for obtaining all County, State and Village of Roselle permits, licenses, bonds, or other permits which may be required. The Contractor shall always 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 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.

## **FINAL ACCEPTANCE OF WORK**

The Contractor shall take all reasonable measures to protect work in progress. Any damage done to work in progress, including, without limitation, damage caused by weather conditions, flooding, animals, vandalism, negligence, and accident, shall be the Contractor's responsibility. Upon completion, the work shall be inspected by the Director or his designated representative before being formally accepted as proper, complete, and undamaged.

## **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.

## **PAYMENT**

Payment will be made to the Contractor within thirty (30) days of completion and acceptance of the project by the Park District. 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. The form and instructions are located at the back of this document. Upon written request of the Contractor to the Park District, and provided the Contractor is not then in default hereunder, the Park District, may in its sole discretion certify a partial payment or payments of up to ninety percent (90%) of the value of the work completed at the time of the request for partial payment provided that the Contractor shall present to the Park District reasonable cause for such request together with appropriate waivers of lien, receipts or bond as in the specification provided.

## **RETAINAGE**

The Park District shall retain 10 percent (10%) of the approved pay estimates with a minimum retainage of 10 percent (10%) of the total contract amount. All retainages shall be released upon successful completion and final acceptance of the work.

## **CONTRACT TERMS**

Services will be for a minimum of one (1) year, and up to a total of three years with an additional two one (1) year renewal option, pending agreement of both parties. A total of 5 consecutive years should both parties agree on the completion of each year's contract. **Should either the Park District or the Contractor elect not to renew or extend the Contract for an additional one-year period, notice must be given in writing no later than January 1st of the next contract year, (example by 1/1/2024 to cancel for 2024 year).**

**ROSELLE PARK DISTRICT**

**ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, being first duly sworn, deposes and says:

The \_\_\_\_\_  
(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 because 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)

The above statements must be subscribed to and sworn to before the notary public. Subscribed  
And sworn to this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

By: \_\_\_\_\_  
(Notary Public)

\*\*\*Seal\*\*\*



## SEXUAL HARASSMENT POLICY

The undersigned, on behalf of the entity making this proposal or bid, certified that a written sexual harassment policy is in place, pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 A).

This Act has been amended to provide that every party to a public contract must have a written 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, utilizing examples.
- 4) The vendor's internal complaint process includes penalties.
- 5) The legal recourse, investigative and complaint process available through the Department
- 6) of Human Rights and the Human Rights Commission.
- 7) Directions on how to contact the Department and Commissions.
- 8) Protection against retaliation as provided by 6-101 of the Act.

**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 AND AWARD MADE UNDER THE TERMS AND PROVISION OF THIS BID.**

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Subscribed and sworn to me on this day of \_\_\_\_\_ 20\_\_\_\_\_, AD.

By: \_\_\_\_\_  
(Notary Public)

\*\*\*Seal\*\*\*

## ILLINOIS DRUG FREE WORKPLACE STATEMENT

The undersigned will publish a statement:

- 1) Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.
- 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 Roselle Park District, the employee will:
  - a) Abide by the terms of the statement.
  - b) Notify the undersigned of any criminal drug statute conviction for a violation occurring in the workplace 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 workplace.
  - b) The policy of maintaining a drug-free workplace.
  - 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 Roselle Park District and shall post the statement in a prominent place in the workplace.
- 6) The undersigned will notify the Roselle 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 workplace 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 statute occurring in the workplace, 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 purpose 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 CONTITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UN DER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.**

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Subscribed and sworn to me on this day of \_\_\_\_\_ 20\_\_\_\_\_, AD.

By: \_\_\_\_\_

(Notary Public)

\*\*\*Seal\*\*\*

## **ATTACHMENT AI**

### **INSURANCE REQUIREMENTS MOWING SERVICES**

Contractors shall obtain insurance for the types, and in the amounts, listed below.

#### **1. Commercial General and Umbrella Liability Insurance.**

The contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 each occurrence.

CGL insurance shall be written on Insurance Services Offices (ISO) occurrence form CG 00 0110 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The 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 the Owner.

#### **2. 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 \$1,000,000.00 for 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.

#### **3. Workers Compensation Insurance**

Contractors 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 \$1,000,000.00 each accident for bodily injury by accident or \$1,000,000.00 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.

#### **4. General Insurance Provisions**

##### ***a. 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.

The contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

##### ***b. Acceptability of Insurance***

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.

##### ***c. 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.

##### ***d. 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 but not limited to investigations, claim administration and defense expenses.

**e. Subcontractors**

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

**5. 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.

## BID CHECKLIST

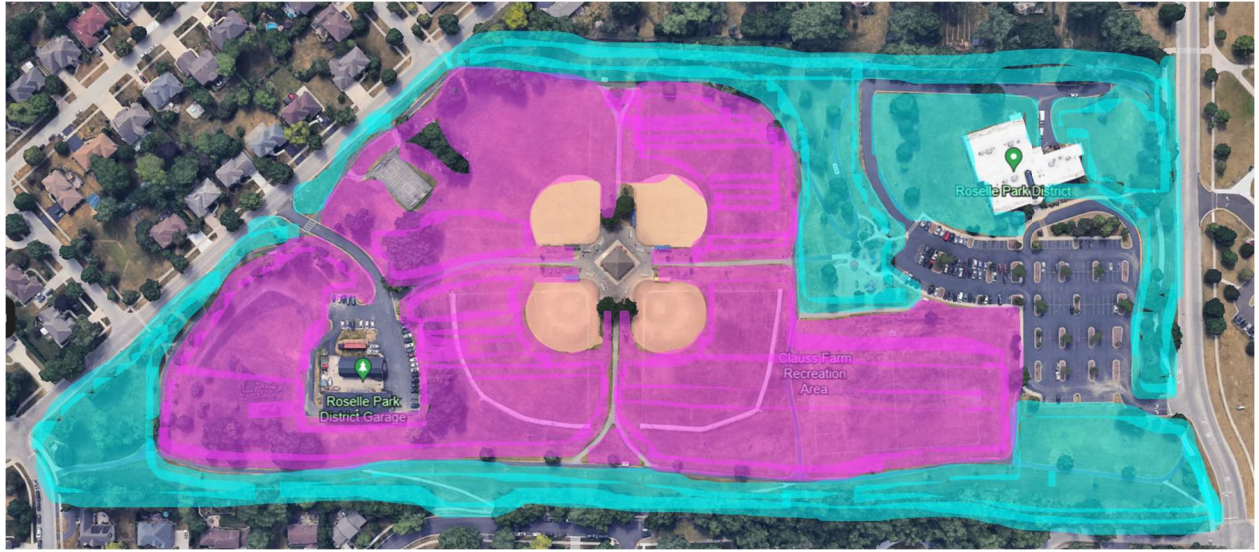
### PROJECT MOWING BID 2023

BIDDER		
ITEM	RECEIVED	CORRECT INFORMATION
Bid Form		
Agreement		
Anti-Collusion Affidavit Sexual harassment Affidavit Illinois Drug Free Affidavit		
Specifications		
Detailed Specifications (if any)		
Addenda (if any)		
Conditions of the Bid		
Estimated Progress Schedule		
Bid Security Bond		

A



A.1



B





C

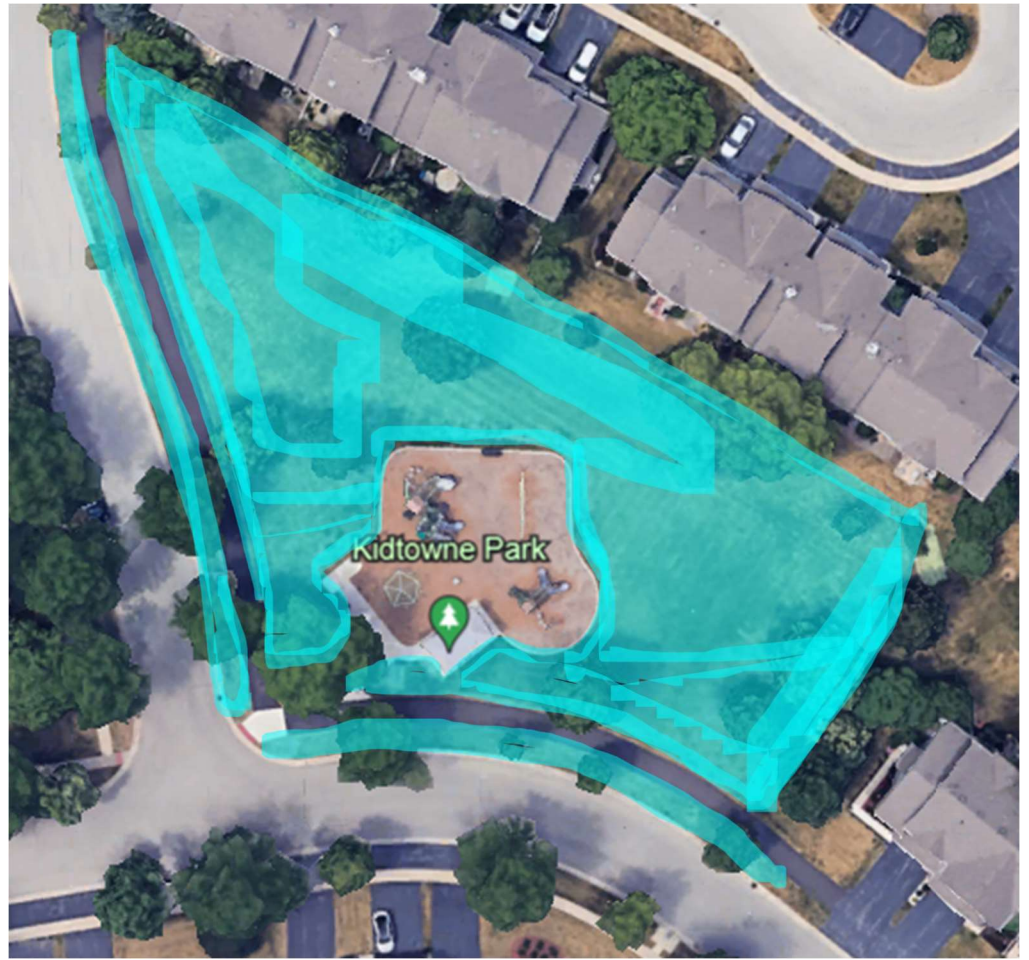


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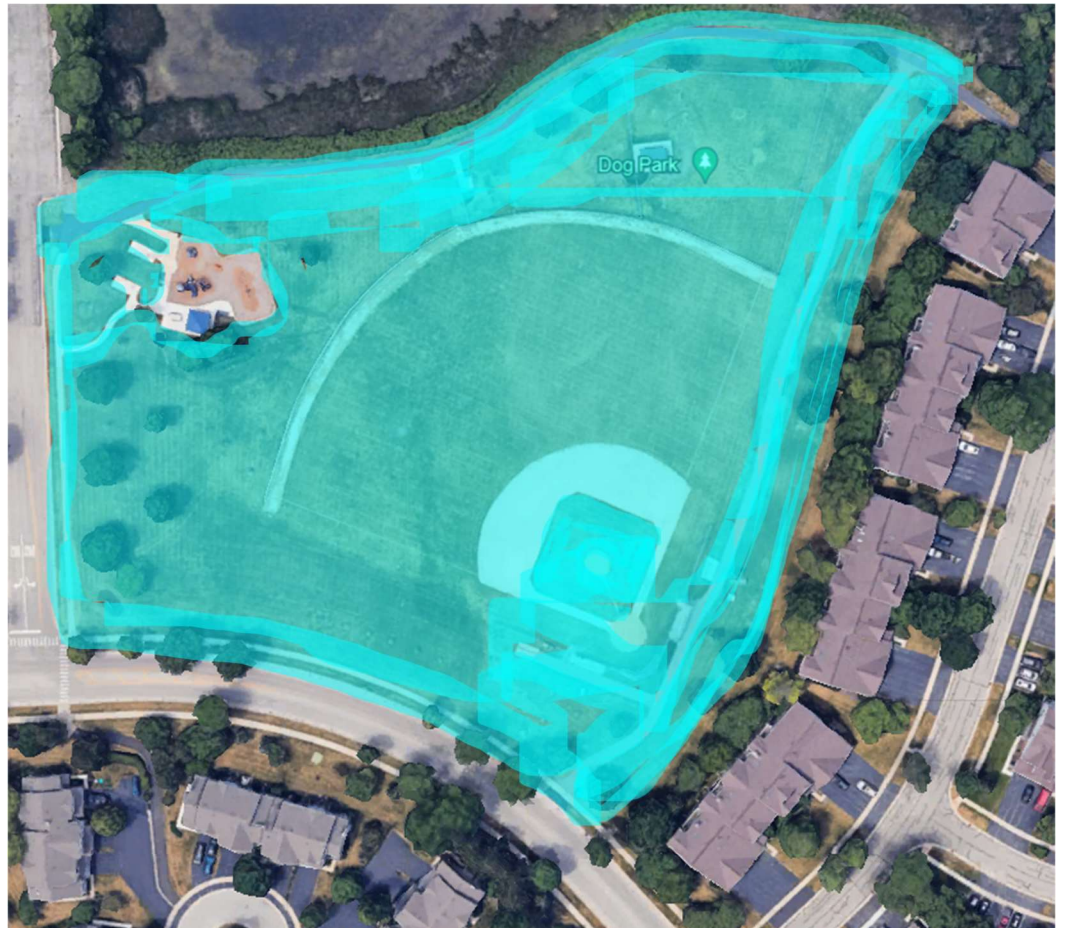




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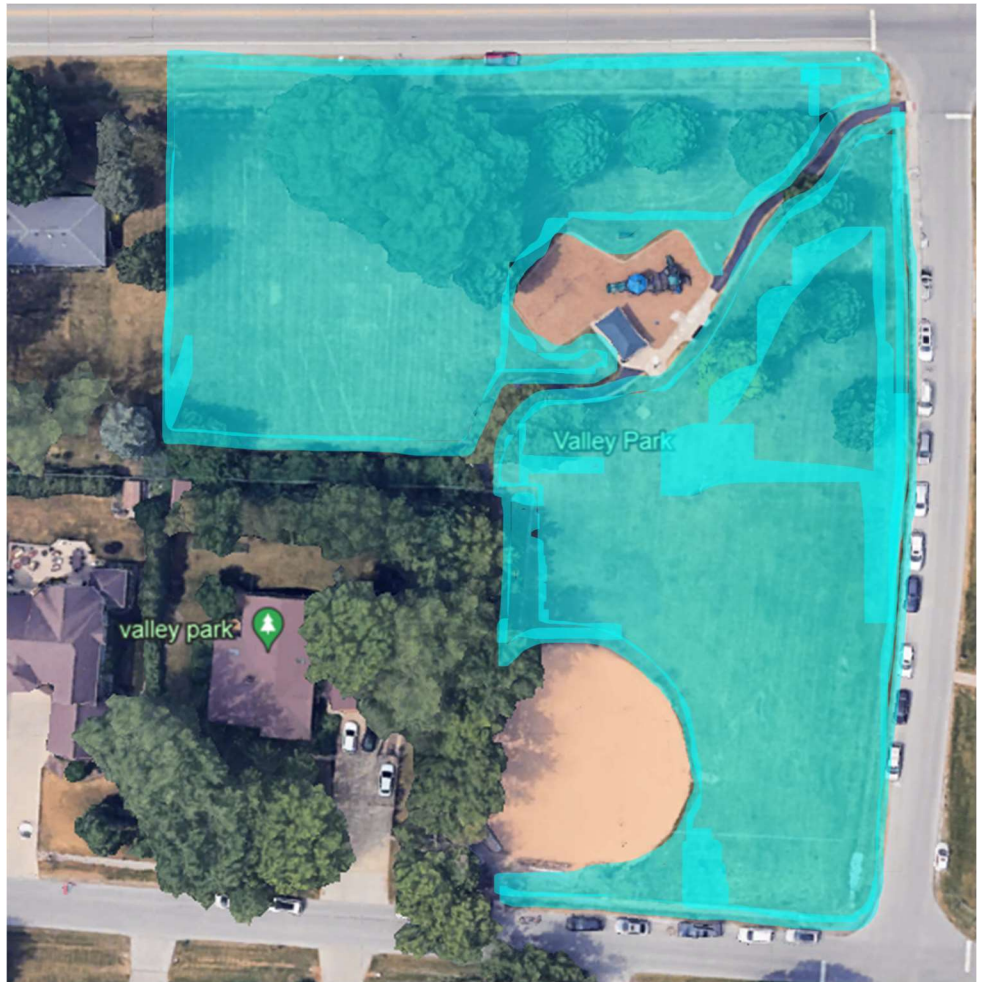




I



I



K

