

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

January 2020

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

OWNER CONTACT INFORMATION:

**Derek Solberg
Superintendent of Buildings and Grounds
(847) 388-5463
dsolberg@mundeleinparks.org**

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SECTION I

INSTRUCTIONS TO BIDDERS

Sealed bids are invited for LANDSCAPE MAINTENANCE SERVICES for the Mundelein Park and Recreation District.

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

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

DATE: February 26th, 2020

TIME: 10:00 a.m. CST

Enter the building on the south side near the U.S. flag and check in at front desk.

Specifications and other contract documents will be available at the Mundelein Park and Recreation District website – www.mundeleinparks.org. On the top of the District homepage hover over About MPRD and click on Projects and Bids.

Bidders are cautioned to inspect all specifications and complete files of which are available at the website. Bidders are especially urged to investigate in person the sites and conditions herein to inform themselves of the nature and extent of work necessary to produce the desired services. Please advise Derek Solberg if doing so not as part of the pre-bid meeting.

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

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

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

Should a bidder find any discrepancies in, or omissions from any of the documents, or be in doubt to the meaning, they shall advise the Owner in writing, who will issue necessary clarifications to any prospective bidders by means of addenda or revision to performance specifications, as may be appropriate. No request for clarification will be answered if received later than 11:00am on Friday, February 21st, 2020.

A pre-bid meeting will be held at the Mundelein Community Center, 1401 N. Midlothian Road, 3rd Floor, Mundelein at 10:00 a.m. on Wednesday, February 12th, 2020. Enter the building on the south side and check in at the front desk. This meeting is scheduled to help clarify any questions prior to submission of bids. A tour of the contract sites will be available after the meeting.

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

All qualifying bids will be compiled and reviewed. The bid is scheduled to be awarded by the Board of Commissioners of the Park District at the March 9th, 2020 regular meeting.

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

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

Use the Bid Form enclosed in these specifications only. The bid form is located in the portion of the bid document titled "Section IV: Contract Proposal." Bid proposals will not be accepted on any other form.

A Bid Bond for ten (10) % of the bid must be included with the bid. Bids without bid bonds will not be accepted.

Contractor shall submit a current Certificate of Insurance to show proof of insurance. Bids without Certificates of Insurance will not be considered.

The successful bidder shall file with the Park District a certificate of insurance in the amount of \$1,000,000 for commercial general liability insurance and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such commercial general liability insurance contains a general aggregate limit, it shall apply separately to this project/location. Company 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. The successful bidder shall maintain workers compensation as required by statute and employer's 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. The Mundelein Park and Recreation District shall be named as additional insured and applicable policy endorsements shall be executed on all policies affecting this contract at no expense to the District.

Subcontractors shall meet the same insurance requirements and provide a Certificate of Insurance.

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

Enclose bid documents in an opaque, sealed envelope clearly labeled and bearing the name of the bidder to guard against improper opening. Bids are to be marked **Landscape Bid**.

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

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

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

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

The successful contractor shall be subject to a performance review and evaluation at the end of the contract period. Should this review be positive, the Park District reserves the right to retain the contractor for the following season. There is the possibility of extending this contract for a maximum of two growing seasons for a total of three years. In the event this contract is extended the work will be for the same Scope of Work at the prices on the Bid Form unless otherwise agreed to by both parties.

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Division 2: General Conditions

SECTION A

SUMMARY OF THE WORK

Description Summary of the Work

Contract Documents:

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

Verbal Summary:

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

34 weeks* at the following sites.

- 1) Mundelein Community Center, 1401 N. Midlothian Road.
- 2) Dunbar Recreation Center, 888 Dunbar Road
- 3) The Regent Center, 1200 Regent Dr.
- 4) Diamond Lake Recreation Center, 1016 Diamond Lake Road.
- 5) Kracklauer Dance Studio, 100 N. Seymour Ave.
- 6) Kracklauer Park, 100 N. Seymour Ave.
- 7) Barefoot Bay 1461 N. Midlothian Road
- 8) Spray Park 1401 N. Midlothian Road
- 9) Memorial Park, 275 N. Pershing Ave.
- 10) Fort Hill Heritage Museum, 601 E. Noel Dr.

*The contract is scheduled to begin on Monday, March 30th, 2020 and end on Friday, November 20th, 2020. This period totals 34 weeks.

* Items # 9 and 10 will be bid as alternates.

Contractor Use of Premises

General:

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

Use of the Site:

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

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

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

Full Owner Occupancy:

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

SECTION B

CONDITIONS

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

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

Division 1: Special Conditions

A). Quality of Materials and Workmanship

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

B). Prevailing Wage Scale

It is solely the responsibility of the bidder to determine if this work as covered or not covered under this statute.

C). Subcontractors and Suppliers

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

D). Changes

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

E). Applicable Law

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

Division 2: General Conditions

A). Insurance

The successful bidder shall file with the Park District a certificate of insurance in the amount of \$1,000,000 for commercial general liability insurance and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such commercial general liability insurance contains a general aggregate limit, it shall apply separately to this project/location. Company 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. The successful bidder shall maintain workers compensation as required by statute and employer's 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. The Mundelein Park and Recreation District shall be named as additional insured and applicable policy endorsements shall be executed on all policies affecting this contract at no expense to the District.

Subcontractors shall meet the same insurance requirements and provide a Certificate of Insurance.

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

B). Assignments

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

C). Subcontracts

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

D). Performance Bonds

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

E). Sexual Harassment Policy

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

F). Article 33BB Certificate of Compliance

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

SECTION III

PERFORMANCE SPECIFICATIONS

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Article I:	General Landscape Areas
Article II:	General Performance Information
Article III:	Site Locations

ARTICLE I

PERFORMANCE SPECIFICATIONS FOR GENERAL PARK AREAS

Scope of Work

The project is maintenance of building foundation and park landscape beds throughout the Mundelein Park District. This will be a one year contract. However, the terms of the contract may be extended for additional one year periods, up to three (3) years, if approved and accepted in writing by both the contractor and the Mundelein Park District. All material will be maintained from March 30th, 2020 to November 20th, 2020. Material will be maintained on a rotating basis: material at Mundelein Community Center, Barefoot Bay, Spray Park, Dunbar Recreation Center, and The Regent Center will be addressed on week one, material at Diamond Lake Recreation Center, Fort Hill Heritage Museum, Memorial, Kracklauer Dance Studio and Kracklauer Park on week two. Please note that Memorial Park and Fort Hill Heritage Museum is considered an alternate. This maintenance will include but not be limited to: trimming, weeding, edging, fertilizing, mulching, pre- and post-emergent herbicide application, pruning, spring/fall clean-up of beds and landscape maintenance listed within this bid packet. The following specifications, within this Scope of Work describe all operations required for the proper maintenance of the sites. These specifications will be used by the Owner to evaluate Work performed under this Contract for acceptability for payment. Timing and frequency of all operations are specified in any attached Maintenance Spreadsheets unless otherwise specified in this document.

Contract Period

The term of this contract is from March 30th, 2020 to November 20th, 2020. The term of the contract may be extended for additional one year periods, up to three (3) years, if approved and accepted in writing by both the contractor and the Mundelein Park District. In the event this contract is extended, the unit prices shall be adjusted each year to the prices quoted for 2021 and 2022 on the Bid Form.

Cleanup Procedures

Entire worksite shall be kept free of litter, trash, and other debris throughout the length and duration of the Contract. Contractor shall be responsible for weekly pickup of litter, trash, and other debris for the entire worksite. Collected litter, trash, and debris shall be placed in trash receptacles located throughout the Parks and at various buildings; neither landscape waste nor hazardous materials shall be placed in trash receptacles. All landscape waste, including leaves, shall be removed from worksite. This work is considered incidental to the contract.

Timing /Frequency/Events

Timing of all applications will be limited at Community Center, Barefoot Bay, Spray Park and Diamond Lake Beach due to hours of operation and events. Most locations will be limited to AM hours only. This will be communicated through the Grounds Maintenance Supervisor.

Events

Community Center

Freedom Classic 5k; July 4th 2020
Boo Bash; October 24th 2020

Diamond Lake Recreation Center

Beach Bash; June 20th 2020

Barefoot Bay

Barefoot Bay Margaritaville; June 11th 2020
Barefoot Bay Craft Beer Night; June 25th 2020

Kracklauer Dance Studio/ Kracklauer Park

Mundelein Arts Festival; September 12th/13th 2020

Memorial Park

Memorial Day; May 25th 2020

1. Line Trimming

Line trimming shall be used to maintain all bed edges. Contractor shall promptly repair or replace any damage to Worksite features, including plants, caused by improper line trimming. Upon completion of trimming, all clippings shall be dispersed into turf so not noticeable or bagged and removed from worksite.

This work shall be paid for at the contract unit price per Each which shall include all labor, equipment and materials necessary to complete the work.

2. Weeding and Cultivation

General

Work under this Section includes, but is not limited to, manual weeding of all landscape beds. Work also includes all manual cultivation of mulched landscape beds and mulched tree rings. All Work under this section shall be performed as specified below and in conformance with any attached Maintenance Spreadsheets.

Manual Weeding

All landscape beds shall be maintained free of weeds. Manual weeding shall be in conjunction with chemical weed control measures.

Manual weeding shall be performed in such a manner as to remove the weed's entire root system and not solely top growth. Weeds killed by chemical weed control measures shall be promptly removed from site.

Manual Cultivation

Upon completion, all mulched landscape beds shall appear level, fresh, and well maintained. Beds shall be cultivated with a steel rake or cultivating tool to evenly loosen and aerate the top 3 inches (minimum) of mulch. Beds shall be free of weeds prior to cultivation.

This work shall be paid for at the contract unit price Each for Weeding and Cultivation which shall include all labor, equipment, and materials necessary to complete the work.

3. Edging

General

Work under this Section includes, but is not limited to; all operations required for edging beds and mulched tree rings.

Landscaped Beds

A clean edge with **vertical** face and uniform 2.5-inch depth shall be maintained. Bed lines shall conform to the original design or as specified by Owner. Owner shall be notified at least 48 hours prior to performing this Work to allow time for layout of revisions to bed lines. Mulch shall first be raked away from the edge and toward the center of the bed. Any turf or debris generated shall be removed from site, except that any soil shall be shaken and returned to the bed. After edging, mulch shall be evenly raked to the new edge.

Tree Rings

All mulched tree rings shall be circular in shape with the radius equidistant from the trunk of the tree. The size of the ring shall be proportional to the size of the tree's trunk. The ring shall be approximately 6 inches of radius per inch of trunk diameter, with a minimum radius of 28 inches and a maximum radius of 4 feet. The procedure specified for edging landscape beds shall be followed for edging tree rings. Remove all weeds and any binding ropes found before mulching. Apply Treflan, or equivalent pre-emergent herbicide to each tree ring before mulching. Apply a 2" layer of double cut, well-aged hardwood mulch where indicated on the attached Spreadsheets. **Work shall be completed without creating volcanos.**

This work shall be paid for at the contract unit price Each for Edging which shall include all labor, equipment, and materials necessary to complete the work.

4. Mulch Installation

General

The Contractor will provide the mulch and deliver to the site. The mulch will be stockpiled in the parking lots. Mulch will consist of double cut, well-aged hardwood mulch. The Contractor shall submit a unit price cost per cubic yard for the installation of mulch as further specified below. Mulch shall be used to replenish existing mulched landscape beds and mulched tree rings at the direction of Owner, to provide 1" of mulch per year. **The contractor shall be careful to not pile the new mulch against trees. Tree ring areas shall be kept flat, no "Volcano's".** Upon completion of installation of mulch, the parking lot areas shall be swept clean.

This work shall be paid for at the contract unit price per cubic yard for Mulch Installation and shall include all labor, materials, and equipment necessary to complete the work.

5. Pre-emergent Selective Herbicide Application

General

Application shall be made immediately following spring cleanup to ensure effectiveness (see Maintenance Spreadsheets, Attachment C). Apply before mulching. Do not apply around newly planted perennials or blank areas where annuals are to be planted. The applicator(s) shall submit a current copy of their Illinois Pesticide Applicator and Applicator License to the Owner before spraying any pesticide. Contractor shall post area with spray information and leave for a minimum period of 24 hours.

Material shall be as follows:

Ronstar G (granular) or Treflan or equal

This work shall be paid for at the contract unit price Each for Bed Pre-Emergent Herbicide as the type specified which shall include all labor, materials as specified, and equipment necessary to complete the work.

6. Post-emergent Nonselective Herbicide Application

General

No dates for application are shown. Application(s) shall be scheduled by Contractor based on seasonal conditions and weed populations. Contractor shall notify Owner at least 24 hours in advance for approval prior to application.

Material shall be as follows: Roundup Pro or equal

This work shall be paid for at the contract unit price Each for Bed Post Non Selective Herbicide as the type specified which shall include all labor, materials as specified, and equipment necessary to complete the work.

7. Pruning/Trimming

Upon completion Work under this Section, all shrubs, groundcovers, hedges and the like (non-turf and non-trees) shall be trimmed at the time appropriate for the plant. Plants in this Section are not to be trimmed all at once and without regard to species, time of flowering, possible disease risks, susceptibility to winter injury, susceptibility to summer injury, etc.. This Work is to include cut back of all ornamental grasses and day lilies (including debris removal) at the end of the growing season. As part of this Work, invasive woody species (e.g. buckthorn) shall be removed and a cut stump herbicide applied to the stump.

This work shall be paid for at the contract unit price Each for Pruning/Trimming which shall include all labor, materials as specified, and equipment necessary to complete the work.

8. Spring and Fall Cleanup

Upon completion of Work under this Section, entire site shall be free from litter, leaves, and other debris. All spring cleanups shall be completed before other Work commences. Spring cleanup shall include removal of all litter; leaves, leaf litter, and debris from building foundations sign Beds, and all other landscape beds.

Fall cleanup shall be completed throughout all landscape beds included in the Contract and shall include removal of all litter, leaves, leaf litter, and debris from building foundations.

This work shall be paid for at the contract unit price Each for Spring and Fall Cleanup which shall include all labor, materials as specified, and equipment necessary to complete the work.

ARTICLE II

GENERAL PERFORMANCE INFORMATION

A) Safe Use of Equipment

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

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

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

B) Public Contact

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

C) Equipment Condition

Equipment shall be kept in good, safe operating condition so as to operate and perform properly. Equipment shall be kept in such condition that gas and/or oil are not leaked onto grass surface.

D) Fueling and Oiling

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

E) Failure to Perform

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

F) Relationship of the Parties

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

G) Length of Contract

This contract shall cover the period of time from March 30th, 2020 to November 20th, 2020. This is a period of 34 weeks.

H) Method of Payment

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

Sites shall be visited once per the schedule regardless of conditions. Determination of conditions not warranting attention will be made solely by Mundelein Park & Recreation District and will be based on growth rate or lack thereof as well as conditions due to heavy rain. Contractors shall perform such work as is possible; i.e.: trash pick-up, clean-up, trimming, pruning etc. During periods of drought with slow growth, and based on equal man hours, the Park District may assign the contractor to perform other landscape maintenance services such as trimming or weed removal included in the Scope of Work of the Contract.

I) General Notes on Specifications

Items are as follows:

- 1) Contractor is to maintain all landscape areas as noted in these specifications, which, to the present, have not been maintained as per these specifications.
- 2) Contractor shall provide a common, weekly route schedule and advise the Mundelein Park and Recreation District when changes to the route schedule are made - schedule to include expected work days and times of day. The contractor shall be able to provide (email, fax or hand deliver) to the Park District a weekly progress report that notes the date and time when each sites service was completed (form to be provided by the Park District). This report is to be provided within one day following the completed week's maintenance cycle.

ARTICLE III - SITE LOCATIONS

Contractors are encouraged to view all sites before submitting bids.

Lump Sum Base Bid Sites: Thirty four (34) weeks of service.

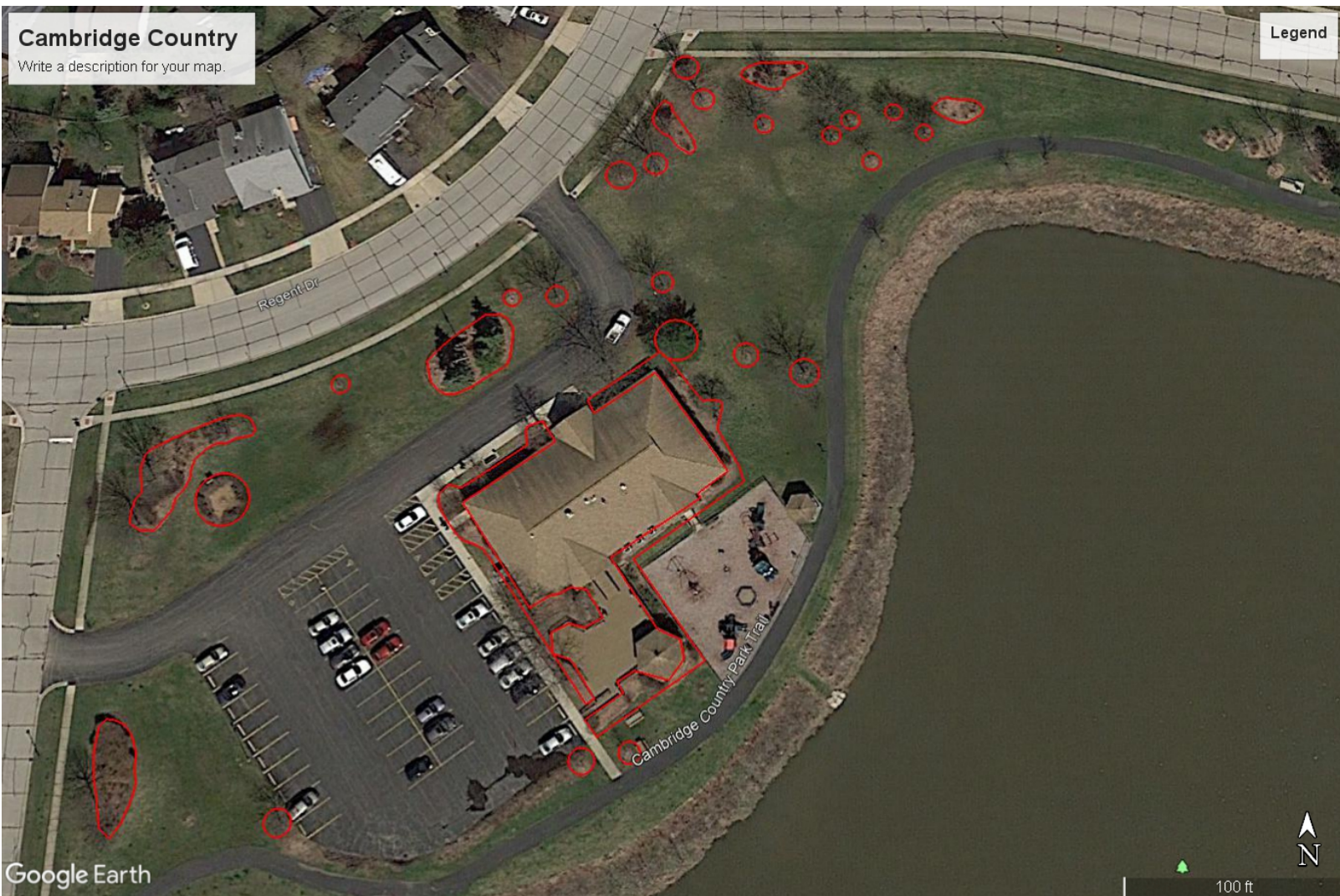
- 1) Mundelein Community Center, 1401 N. Midlothian Rd., approximately 15,200 sq ft***



2) Dunbar Recreation Center, 888 Dunbar Road, approximately 2,800 sq ft*



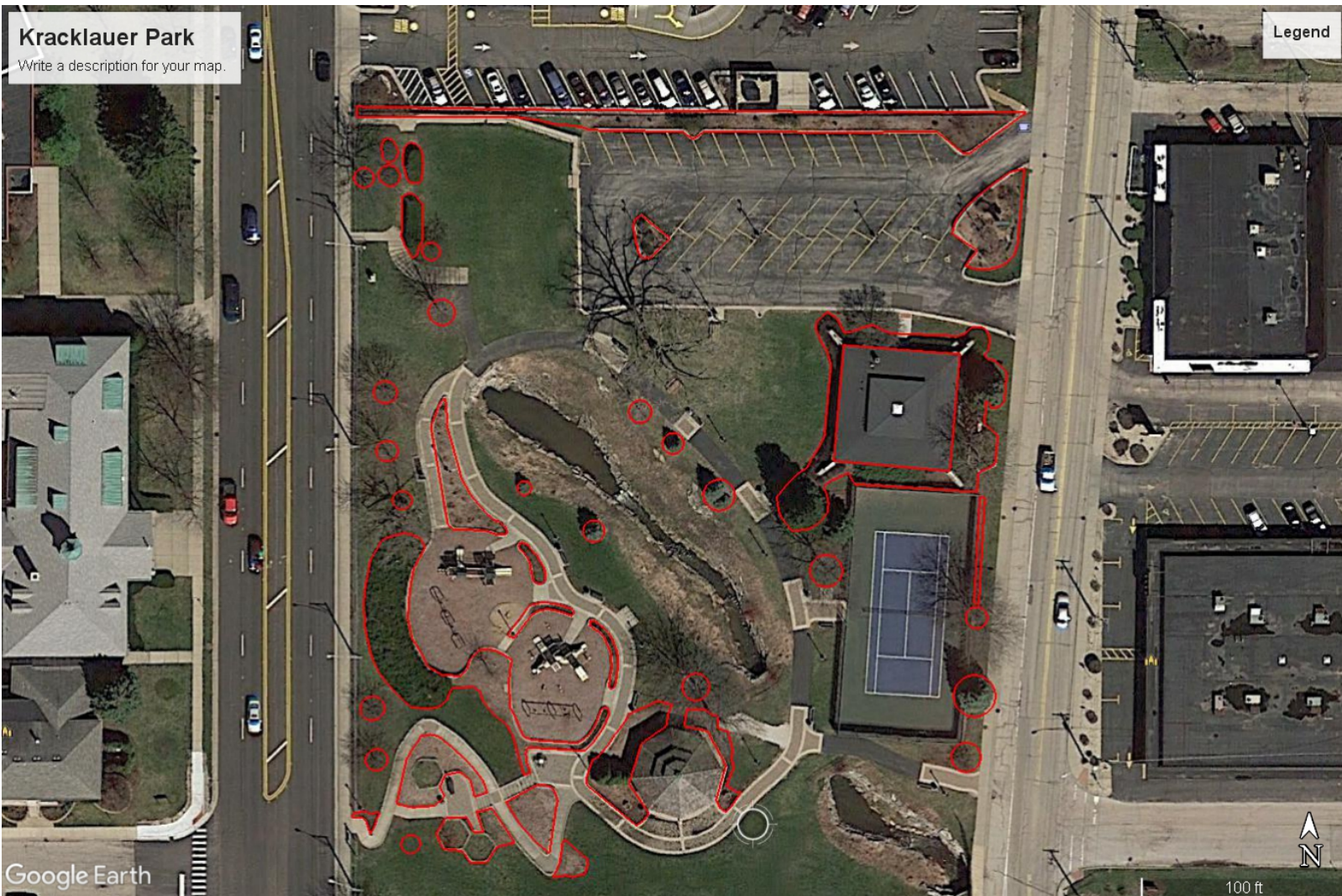
3) The Regent Center, 1200 Regent Dr., approximately 9,200 sq ft*



4) Diamond Lake Recreation Center, 1016 Diamond Lake Rd., approximately 16,500 sq ft*



- 5) Kracklauer Dance Studio, 100 N. Seymour Ave., approximately 5,125 sq ft*
- 6) Kracklauer Park, 100 N. Seymour Ave., approximately 5,825 sq ft*



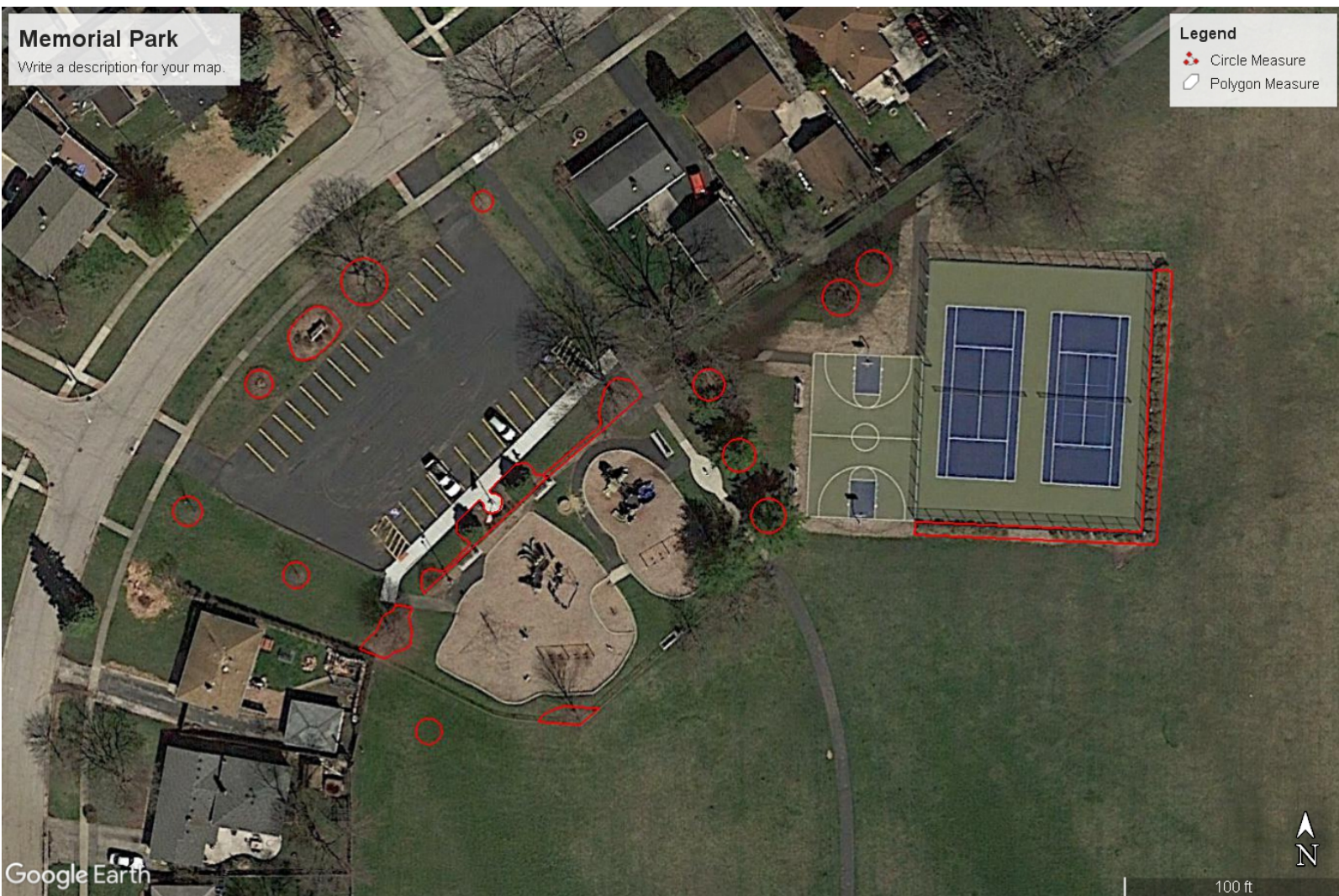
7) Barefoot Bay, 1461 N. Midlothian Road, approximately 33,180 sq ft*



8) Spray Park, 1401 N. Midlothian Road, approximately 4,600 sq ft*



9) Memorial Park, 275 N. Pershing Ave., approximately 5,200 sq ft*



10) Fort Hill Heritage Museum, 601 E. Noel Dr., approximately 1,350 sq ft*



Total area: approximately 98,900 sq ft*

***Area measurements included are estimates only. Bidder is solely responsible for measuring areas and/or verifying measurements contained herein as part of the bid submitted.**

**SECTION IV
CONTRACT PROPOSAL**

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

_____, 2020

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

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

Mundelein Park and Recreation Park District, Landscape Maintenance 2020

(To include all fertilizing, edging, weeding, pre-emergent/post-emergent herbicide application, material cut down and clean up, pruning, mulching, and tree rings as specified in this bid.)

Mundelein Park and Recreation District reserves the right to accept or reject any of the following line items determined to be in the best interest of the District.

1) Line Item: Line Trimming 2020

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2) Line Item: Weeding/Cultivation 2020

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3) Line Item: Edging 2020

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4) Line Item: Mulch Installation 2020

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5) Line Item: Pre-emergent Herbicide Application 2020

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6) Line Item: Post-emergent herbicide application 2020

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7) Line Item: Pruning/Trimming 2020

--

8) Line Item: Spring/Fall Cleanup 2020

--

Total bid for services – 2020

\$

****Includes:** Community Center, Spray Park, Barefoot Bay, Dunbar Recreation Center, Regent Center, Diamond Lake Recreation Center, Kracklauer Park/Dance Studio

Add Alternate #1 - 2020

\$

****Includes:** Memorial Park

Add Alternate # 2 - 2020

\$

****Includes:** Fort Hill Heritage Museum

Total cost for services – 2021

\$

****Includes:** Community Center, Spray Park, Barefoot Bay, Dunbar Recreation Center, Regent Center, Diamond Lake Recreation Center, Kracklauer Park/Dance Studio

Add Alternate #1 - 2021

\$

****Includes:** Memorial Park

Add Alternate # 2 - 2021

\$

****Includes:** Fort Hill Heritage Museum

Total cost for services – 2022

\$

****Includes:** Community Center, Spray Park, Barefoot Bay, Dunbar Recreation Center, Regent Center, Diamond Lake Recreation Center, Kracklauer Park/Dance Studio

Add Alternate #1 - 2022

\$

****Includes:** Memorial Park

Add Alternate # 2 - 2022

\$

****Includes:** Fort Hill Heritage Museum

Addenda and Proposal Exclusion

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

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

DATED THIS _____ day of _____, 2020.

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

Full Name of Bidder (Signature)

_____ Seal (if Corporation)

Official Title

Fein or Social Security Number

Street Address

City, State, Zip

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

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

1). _____

2). _____

3). _____

SECTION V

INSURANCE REQUIREMENTS ROUTINE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS

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

General Insurance Provisions

The successful bidder shall file with the Park District a certificate of insurance in the amount of \$1,000,000 for commercial general liability insurance and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such commercial general liability insurance contains a general aggregate limit, it shall apply separately to this project/location. Company 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. The successful bidder shall maintain workers compensation as required by statute and employer's 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. The Mundelein Park and Recreation District shall be named as additional insured and applicable policy endorsements shall be executed on all policies affecting this contract at no expense to the District.

Subcontractors shall meet the same insurance requirements and provide a Certificate of Insurance.

Indemnification

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

Contractor shall similarly protect, indemnify and hold and save harmless the Mundelein Park & Recreation District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but

not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract and from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labors Standards Act or any other federal or state law.

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

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

Dated: _____

Contractor: _____

By: _____

Attest: _____

MUNDELEIN PARK AND RECREATION DISTRICT
LANDSCAPE MAINTENANCE CONTRACT

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

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

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

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

Contractor: _____
(Print Name of Contractor)

Signed: _____
(Signature of Authorized Officer)

Printed Name of Signatory: _____

As Its: _____
(Title of Signatory)

Dated: _____, 2020

STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Contractor, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Contractor.

Dated: _____, 20____

Notary Public

(Notary Seal)