PROJECT MANUAL FOR

Contractual Mowing Services At Selected Parks

Glen Ellyn, Illinois

Date: 01/20/2025

Owner: Glen Ellyn Park District 185 Spring Avenue Glen Ellyn, Illinois 60137

Proposals shall be received until Tuesday February 4, 2025 at 11:00am

at the Administration Office of the Glen Ellyn Park District 185 Spring Avenue, Glen Ellyn, Illinois 60137

The official distribution channel for bid document is through gepark.org/bids-rfps/
The Park District is not responsible for any Addendums or documents not received through any other channels.

**Please email Scott Norman
Superintendent Of Parks and Facilities Operations
To be added to the Plan Holders List**

snorman@gepark.org



Owner: Glen Ellyn Park District

185 Spring Avenue Glen Ellyn, IL 60137

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DUPAGE COUNTY, ILLINOIS

LEGAL NOTICE TO BIDDERS

Notice is hereby given that sealed bid proposals will be received by the Glen Ellyn Park District, (GEPD) Glen Ellyn, Illinois for **Contractual Mowing Services** in accordance with the Bid Documents.

The Work generally includes (but is not limited to): Contractual Mowing of designated neighborhood parks. Beginning April 1,2025 and ending November 30, 2025

Bid Documents will be available digitally beginning Monday January 20th, 2025, through the Glen Ellyn Park District the website: **www.gepark.org/about/bids-rfps/**.

Proposals will be received until <u>TUESDAY FEBUARY 4, 2025, 11:00 AM at the Spring Avenue Recreation Center, 185 Spring Avenue, Glen Ellyn, Illinois</u>, at which time and place all proposals will be publicly opened and read aloud. Bids must be received in a sealed envelope addressed with the name of the Bidder, Owner, Project name, and date and time of the Bid. Results will be posted on GEPD website.

All questions shall be submitted in writing. Questions may be directed via email to Scott Norman snorman@gepark.org Questions must be received two days prior to bid opening.

All contracts for work herein are subject to all District rules and regulations. This contract calls for the construction of a public work, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq.

All bids will remain firm for ninety (90) days after the bid opening. The Board of Park Commissioners of the Glen Ellyn Park District reserves the right to reject any or all bids, to waive bid formalities, and to accept the lowest responsible bid that serves the best interests of the District.

Minority and women-owned businesses are encouraged to submit bids for this project. The successful contract bidder(s) are encouraged to utilize minority and women-owned businesses as sub-contractors for supplies, equipment, services, and construction.

PUBLISHED BY THE AUTHORITY OF:

Board of Park Commissioners of the Glen Ellyn Park District, DuPage County, Illinois. Dated this 20th Day of January, 2025

END OF SECTION - 00 11 13

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

PART 1 - PREPARATION OF PROPOSALS

- A. Bids are requested for the construction of Turf Mowing and Trimming of Selected Parks for the Glen Ellyn Park District, (hereinafter referred to as GEPD or Owner), to be performed in accordance with the attached Bid Documents, Park Maps and List of Parks. The proposal must be received by the date and hour set aside for their opening.
- B. Each Bid shall consist of a completed:
 - 1. Bidders Qualifications
 - 2. Bid Form
- C. Bid Documents consist of the following:
 - Project manual.
- D. Bid Documents may be obtained as described in Legal Notice to Bidders.
- E. Bids must be received in a sealed envelope addressed with the name of the Bidder, Owner, Project name, and date and time of the Bid. On the outside of the bid envelope, each sealed bid shall also contain the notation "SEALED BID".
 - If delivered by FedEx or similar courier, be sure the outside of that envelope also indicates the bid contents.
- F. Please send Bids to the attention of Nathan Troia, Director of Planning and Natural Resources, 185 Spring Avenue, Glen Ellyn, Illinois 60137. Note the hours of Spring Avenue Recreation Center are 8:30am to 5:00pm.

PART 2 - ACCEPTANCE OR REJECTION OF BID

- A. The Contract, if awarded, will be awarded to the responsible Bidder who submits the lowest responsive and best qualified Bid proposal complying with these instructions and all other Contract Documents. The lowest will be determined by base bid, base bid or alternates, or any combination deemed to be in the best interests of the District. The GEPD will accept or reject bids within ninety (90) days after analysis of the proposals and reserves the right to accept or reject any or all bids, or to waive any informality or technicality in any proposal in the interest of the owner. No Bidder may withdraw his Proposal for a period of ninety days after the date of opening thereof.
- B. The GEPD may consider such factors as bid price, work guarantee, experience and responsibility of bidder, methods of performing the work and similar factors in determining which bid it deems to be in its best interest and best meeting the requirements of the park district.

PART 3 - BID FORM

- A. A Schedule of Values is included as part of the Bid Form. The prices given in this Schedule are intended solely for the purpose of evaluating the lump sum bid. Although the Schedule of Values in some instances includes unit quantities, this project is to be bid as a lump sum. The bidders are responsible for verifying their own quantities for bidding purposes. The lump sum price shall be for as complete project specified.
- B. If the Schedule of Values includes any allowances, each bidder should include this amount in the lump sum bid.

PART 4 - EXAMINATION OF DOCUMENTS AND INSPECTION OF SITE

- A. Before submitting a Proposal, Bidders shall carefully examine the Bid Documents, Scope of Work and park maps, visit the site of work, fully inform themselves of all existing conditions and limitations, and include in the Proposal a sum to cover the cost of all items to be work to be performed.
- B. The failure or omission of any bidder to receive or examine any form or document, or to visit the site and become acquainted with existing conditions shall in no way relieve the bidder from any obligation with respect to his bid. No pleas of ignorance, oversight or miscalculation of the conditions prevailing shall suffice to secure withdrawal of a Proposal submitted or to invalidate the Contract or bond after its execution.
- C. Any quantities are given as a courtesy only. Bidders are responsible for verifying all quantities and not to rely solely on the quantities shown in this schedule.

PART 5 - QUALIFICATIONS AND REFERENCES

A. The Contractor bidding the project shall be actively engaged in work of the nature described in the plans and specifications and must be able to demonstrate that adequate persons and materials are available to perform the work. The Contractor shall submit with the Bid Proposal no less than three (3) references for which the Contractor has completed work similar to that described in the plans and specifications.

PART 6 - PROPOSAL GUARANTY

A. A Bid Bond is not required for this project.

PART 7 - ADDENDA

Any Addenda issued during the bidding period shall be included in the bid proposal lump sum price and shall be considered part of the Contract Documents. Receipt of all

Addenda shall be acknowledged on the bid form. FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM ON THE BID FORM MAY DISQUALIFY BID.

All Addendum and associated Bid Document shall be issued through Glen Ellyn Park District website gepark.org/bids-rfps/ or online plan room referenced on website. The Glen Ellyn Park District shall not be responsible for information received or not received through this source any other source. It is the responsibility of the bidder to check the website for addendums.

PART 8 - SUBSTITUTIONS AND MODIFICATIONS

Substitutions (Alternates) for materials, proprietary products, process or equipment may be made only with prior written approval of the GEPD using the Substitution Request Form found at the end of this section, Instruction to Bidders - 00 21 13.

Requests for substitutions shall be submitted to the GEPD five (5) working days, excluding Saturday and Sunday, prior to the bid opening date exclusive of bid opening date. All requests shall include a complete description of the proposed substitute, the name of the material, process, or equipment for which it is to be substituted, and drawings, specifications and data sheets to sufficiently evaluate how the substitution favorably compares to the specified item. Any substitution accepted by the GEPD shall be done so in a written addendum to the bid documents prior to the bid opening.

Use of an alternative product must be approved prior to bidding. Failure to pre-approve an alternative product assumes (mandates) that the bidder has reflected an intended use of the materials and/or manufacturers of the products specified in the Drawings and Specifications.

Whenever in the Project Manual or on the Drawings any material, equipment, device or process is specified or indicated by patent or proprietary name, or by name of its manufacturer, such reference to a material, equipment, device or process has been used to establish a type and quality.

References to the term "equal" or "approved equal" shall mean that an item substituted for a proprietary item shall be of equal or greater quality and shall be approved in the manner described in this section.

PART 9 - INTERPRETATION OF DOCUMENTS

A. If any person requires clarification or discovers discrepancies or omissions in the Bid Documents, they shall bring these to the attention of the Owner Representative. Any interpretation or correction of the documents will be made only by Addendum issued by the Glen Ellyn Park District.

Bidders may contact *Scott Norman snorman*@*gepark.org* with any questions during the bidding process.

All questions shall be submitted in writing via email.

B. 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 cancelled after the closing time for receipt of bids and for a period of thirty (30) days thereafter

PART 10 - SALES TAX EXEMPTION

The Glen Ellyn Park District is exempt from payment of the Retailer's Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax, as required by Illinois law. No tax shall be charged for purchases made on behalf of the Glen Ellyn Park District.

PART 11 - INSURANCE

The Contractor shall obtain and maintain insurance of the types and in the amounts listed below. The failure to meet these insurance requirements is cause for cancellation of the agreement.

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 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 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 District. Any insurance or self-insurance maintained by the District shall be deemed excess of such Contractor's insurance and shall not contribute with it.

Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Workers Compensation Insurance

Contractor shall maintain workers compensation and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Contractor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Contractor's activities.

Evidence of Insurance

The Contractor shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested. Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements, or failure of the District to identify a coverage deficiency from evidence that is provided, shall not be construed as a waiver of such Contractor's obligation to maintain such insurance.

The District shall have the right, but not the obligation, of prohibiting such Contractor from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of the Agreement entered by the parties at the District's option. Contractor shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

Acceptability of Insurers

All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on 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 District has the right to reject insurance written by an insurer it deems unacceptable.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents, or such Contractor may be required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claims administration and defense expenses.

District's Insurance

Under no circumstances shall the District be required to name the Contractor, its officers, employees, agents, subcontractors, suppliers and representatives as additional insureds under District's insurance coverage.

PART 12 - SUBSTANCE ABUSE PREVENTION

The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) (the "Act").

Failure by the Contractor to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of the Agreement for cause in the Owner's sole discretion and any other remedy as provided in the Contract. In the event of a default hereunder, Contractor shall also pay to the Owner all damages Owner is entitled to under the Contract that arise from the default, together with interest, costs and the Owner's reasonable attorney fees.

PART 13 – IDENTITY PROTECTION

Pursuant to the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq*, the Glen Ellyn Park District has adopted this policy to ensure the confidentiality and integrity of Social Security numbers (SSNs) that the District collects, maintains, and uses. Any information sent or forwarded to the District by various contractors or vendors, especially certified payroll, shall have all references to employee SSNs removed prior to sending.

PART 14 - PREVAILING WAGE AND LABOR LAWS.

For those Agreements calling for the construction or repair of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the "Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (the "Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record-keeping duties.

PART 15 - DISTRICT'S RIGHT TO INSPECT AND REJECT WORKMANSHIP, MATERIALS, AND EQUIPMENT.

The District will have the right to inspect the workmanship/ materials /equipment procured through this Agreement, and to reject any nonconforming/damaged work/equipment. The District will give notice to Contractor of any rejection of the work/equipment or claim for damages on account of condition, quality or grade of the work/equipment. Neither inspection nor acceptance by District shall act as District's acceptance of any defects or deficiencies in the work/equipment and shall not act as a waiver of any rights District has with respect to such defects, deficiencies or failure, including rights under any warranty.

Section	Details
TERMINATION	The District may, at any time, terminate the

	Agreement in whole or in part for the District's convenience and without cause. In the event of such termination: a) Contractor shall recover payment for approved and properly performed work completed prior to the effective date of termination; and b) Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.
WARRANTIES	Unless otherwise required by law, the Contractor shall provide, a minimum one (1)-year warranty on all workmanship and material and or equipment provided to the District by the Contractor.
PAYMENT	Payment shall be made by the District to the Contractor upon the District's receipt of an invoice itemizing the work properly performed, as determined by the District, for the period covered by the invoice. The contract sum shall be paid and shall bear interest in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). No Event of Default shall occur if the District complies with this Section.
CHOICE OF LAW AND LIMITATIONS	The Agreement, its validity, enforceability and interpretation, shall be governed by the laws of the State of Illinois, including the ten (10)-year statute of limitations in Illinois for contract claims. Jurisdiction for any claims shall be only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
ASSIGNMENT	Contractor shall not assign the Agreement to any person or entity other than an affiliate of the Contractor without the District's prior written consent.
LEGAL FEES	The District shall be entitled to the award of attorneys' fees and costs in the event the District is the prevailing party in any suit or action in connection with the enforcement of the terms and conditions of the Agreement.
NO WAIVER OF TORT IMMUNITIES	Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the District under the Illinois Local Government and Governmental Employees Tort Immunity Act.
COMPLIANCE WITH LAWS	Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and

01/13/2025

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bonded to perform the work hereunder and shall,
at its sole cost and obligation, be responsible for
obtaining all permits required to perform its
duties under this Agreement. Any breach by
Contractor of the foregoing laws, regulations and
rules shall constitute a breach by Contractor of
this Agreement.

END OF SECTION 00 21 13

SECTION 00 31 00 - PRELIMINARY SCHEDULE

1.01 GENERAL

A. The following represents the preliminary construction schedule for the Work. This schedule is the current estimate of the Owner to be used for the purposes of bidding. All bidders shall include the costs of all overtime, double-shift, or so-called "premium" time that may be necessary to meet this milestone.

1.02 PRELIMINARY SCHEDULE

Item	Date	Notes
Bid Documents Available	January 20, 2025	Through www.gepark.org/about/bids-rfps/
Questions Due	January 30, 2025	
Bids Due	F. J	
bids Due	February 4, 2025 11:00am	
	111000	
Award of Contract	February 11, 2025	At Park District monthly board meeting
Contract Start	April 1,2025	
Contract End	November 30, 2025	

END OF SECTION - 00 31 00

SECTION 00 41 13 - BID FORM

Contractual	Mowing	Serv	ices
GLEN ELLYN. I	LLINOIS		

COMPANY NAME:	
THIS PROJECT IS SUBMITTED TO: Glen Ellyn Board of Commissioners	

To whom it may concern:

The undersigned Bidder has received the Bid Documents, and Project Manual, titled Turf Contractual Mowing Services.

The undersigned has received the following Addenda and have included their provisions in my bid:

Addendum No,	dated	
Addendum No,	dated	
Addendum No,	dated	

The undersigned Bidder, hereby agrees:

- 1. To hold the bid open for ninety (90) days
- 2. To accept the provisions of the Contract Documents
- 3. To furnish bonds, bid security, certificate of insurance and schedule of values as specified
- 4. To accomplish the work in accordance with the Contract Documents
- 5. That the Bid price is a lump sum cost for materials, installation and labor for the installation
- 6. That this Bid is genuine, and not sham or collusive, or made in the interest or behalf of any person not herein named
- 7. If awarded the contract, the undersigned further agrees to begin work with an adequate force and equipment within 7 days as established in the agreement.

THE UNDERSIGNED BIDDER, having familiarized himself with the work required by the Contract Documents, the site(s) where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted to enter into Agreement to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work as

indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the following Bid Prices. Contractor must submit on all scheduled values to be considered.

BASE BID PRICE:

The undersigned Bidder will perform all the work for the Turf Mowing and Trimming to complete (28) services as specified for each of the twenty-one following parks:

Babcock Park	Main Street Recreation Center	Walnut Glen Park
Churchill Park	MaryKnoll Holes & Knolls	
Co-Op Park	Panfish Park	
Danby Park	Pfuetze Park	
Ellyn Wood Park	Prairie Path Park	
Benjamin Gault Bird	Presidents Park	
Sanctuary		
George Ball Park	Spalding Park	
Glen Ellyn Manor Park	Stacy Park	
Glen Oak Park	Sunset Park	
Lake Foxcroft Park	Surrey Park	

for the base bid lump sum cost of:	
Doll	lars,
(\$).	
(Amount shall be shown in both words and figures. In case of discrepancy, the amount in words will govern).	shown
Include completed Schedule of Values on next page.	
PREPARED BY:	
Signed:	
Name Printed:	
Title:	
Company	

SCHEDULE OF VALUES - UNIT PRICES BASE BID

Bidder to complete the Schedule of Values. The Schedule of Values is for bid evaluation, aiding the bidder in estimating quantities and preparing the lump sum bid. Bidders are responsible for <u>verifying all quantities and not relying solely on the quantities shown in this schedule</u>. The successful bidder will be required to enter into a lump sum contract agreement. No additional payments will be made due to the discrepancies between bidder's estimated quantities, owner's estimated quantities, and the actual installed quantities to construct the work as drawn and specified. The Unit Prices will be used to establish change orders for additions or deductions to the project as approved by the Owner. The Unit Price shall include all equipment, materials, and labor necessary to complete the work.

COMPANY NAME:	
COMPAINT MAINE.	

Park	Price per Mow
Babcock Park	\$
Churchill Park	\$
Co-Op Park	\$
Danby Park	\$
Ellyn Wood Park	\$
Benjamin Gault Bird Sanctuary	\$
George Ball Park	\$
Glen Ellyn Manor Park	\$
Glen Oak Park	\$
Lake Foxcroft Park	\$
Main Street Recreation Center	\$
MaryKnoll Holes & Knolls	\$
Panfish Park	\$
Pfuetze Park	\$
Prairie Path Park	\$
Presidents Park	\$
Spalding Park	\$
Stacy Park	\$
Sunset Park	\$
Surrey Park	\$
Walnut Glen Park	\$

END OF SECTION - 00 41 13

SECTION 00 45 13 - BIDDER'S QUALIFICATIONS

ALL BIDDERS ARE REQUIRED TO FILL OUT THE FOLLOWING INFORMATION AND SUBMIT IT ALONG WITH ALL OTHER BID REQUIREMENTS.

BIDDE	R GENERAL INFORMATION:	
Bidder	Name:	
Submi	tted By:	
	Name and Title	
Addres	SS:	
Busine	ess Phone:	
Busine	ess Fax:	-
Email	address of Bidder:	
	ess Type: Sole Proprietor Partnership Corporation formed in the State of Joint Venture Other:	
If a So	le Proprietor, please answer the following:	
	Name in Full:	
	Home Address:	
	Business Address	
	Date of Birth	

	Place of Birth
	Driver's License #/State
If a C	orporation, please answer the following:
	Date & Place Incorporated
	State of Incorporation
	President:
	Vice President:
	Secretary:
	Treasurer:
	Is the corporation held publicly or privately?
lf a P	artnership, please answer the following:
	Date of Organization:
	Type of Partnership:
	Name & Partnership Share of:
	General Partner #1:
	General Partner #2:
	General Partner #3:
If a J	oint Venture, please answer the following:
	Date of Organization:
	Name 9 Time of Entity of cook laint Vantuus (name and in /same /sale man)
	Name & Type of Entity of each Joint Venture (partnership/corp./sole prop.):
	General Venture #1:
	General Venture #2:
	General Venture #3:
	General Venture #4:

If other than a Corporation or Partnership, describe organization and name principals:		
BIDDER BACKGROUND INFORMATION:		
Have you ever failed to complete any work awarded to you? If yes, indicate when, where and why:		
□ Yes No		
Has your contractor's license been revoked at any time in the last five years?		
□ Yes No		
At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?		
□ Yes No		
Contractor has the appropriate level of insurance according to the Bid Documents:		
□ Yes No		
Contractor has current Workers' Compensation Insurance as required by the Labor Code:		
□ Yes No		
Contractor is licensed to do business as a Contractor in the jurisdiction where this Project is to be completed:		
□ Yes No		
How many years has your organization been in business as a contractor?		
Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?		
□ Yes No		

if yes, please have that company submit this document with your Bid.
Has your firm changed names or license number in the last five years?
□ Yes No
If Yes, please provide all names and contractors' license numbers used within the last five years:
Has there been a change in ownership of the firm at any time in the last three years?
□ Yes No
If Yes, please list the name and contact information for the previous Owner(s):
Was your firm in bankruptcy at any time during the last five years?
□ Yes No
If Yes, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed as well as a copy of the Bankruptcy Court's discharge order.
At any time in the last five years has your firm been assessed liquidated damages? ☐ Yes No
If Yes, please provide the information pertaining to the project(s):
In the last five years have you, a subsidiary of your firm or past owner of your firm been associated been debarred, disqualified, removed or otherwise prevented from bidding on or completing a project:
□ Yes No

If Yes, please provide the information pertaining to the project(s):		
In the last five years has your surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project?		
□ Yes No		
If Yes, please provide the information pertaining to the project(s):		
In the last five years has your insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm:		
□ Yes No		
If Yes, please provide the insurance carrier's information and the year this occurred:		
Has OSHA cited and assessed penalties against your firm for any violations of its safety or health regulation in the last five years?		
□ Yes No		
If Yes, please provide the information pertaining to the project(s):		

	Percentage of work completed by your organization
	Percentage of work completed by subcontractors
2.	Project Name:
	Owner, Contact Person and Phone Number
	Architect, Contact Person and Phone Number
	Contract Amount
	Date of Completion
	Percentage of work completed by your organization
	Percentage of work completed by subcontractors
3.	Project Name:
	Owner, Contact Person and Phone Number
	Architect, Contact Person and Phone Number
	Contract Amount
	Date of Completion
	Percentage of work completed by your organization
	Percentage of work completed by subcontractors

DESIGNATION OF SUBCONTRACTORS:

The undersigned certifies that they have used the sub-bids of the following listed subcontractors in compiling this Bid. The subcontractors listed will be used only for the work for which they are listed in their bid. All subcontractors are subject to the approval of the Owner, and are required to read and follow the Project Specifications that pertain to the work they are performing. If a bidder does not submit any sub-contractors, they will be required to complete all work within their own workforce. If subcontractors are listed, all bonds and insurance shall be written to include them. (List additional subcontractors on separate sheet of paper).

1.	Subcontractor Name:	
	Type of Work:	
	Address:	
	Phone Number:	
2.	Subcontractor Name:	
	Type of Work:	
	Address:	
	Phone Number:	
3.	Subcontractor Name:	
	Type of Work:	
	Address:	
	Phone Number:	

I, the undersigned, certify and declare that I	ave read all the for	regoing answers to	this Request for
Qualifications Statement and know its conte	t.		

SIGNATURES:

Submitter's Signature	Date	
Title		
Name of Organization Represente oove submitter being duly sworn depend sufficiently complete so as not to	poses and says that th	e information provided herein is
Notary Public Signature	Date	
Commission Expiration		

END OF SECTION - 00 45 13

SECTION 00 52 13 - AGREEMENT FORM

PART 1 – GENERAL

1.01 FORM OF AGREEMENT

- A. Glen Ellyn Park District Operation Services Agreement
- B. Rider to Agreement

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION - 00 52 13

AGREEMENT FORM 00 52 13-1

SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

PART 1 - TERMS

1.1 TERMS

- A. For the purpose of these specifications, the terms "Owner" and "GEPD" shall refer to the Glen Ellyn Park District.
- B. The term "Contractor" shall refer to the party entering into the contract for the performance of the Work.
- C. The term "Owner's Representative" shall mean a designated employee or employees of the Glen Ellyn Park District

END OF SECTION - 00 73 00



OPERATION SERVICES AGREEMENT

CONTRACT FOR Contractual Mowing Services for 2025

This agreement, made this __th day of Month, 20__ between the Glen Ellyn Park District, Glen Ellyn, Illinois, hereinafter referred to as "Park District" and _____, hereinafter referred to as "Contractor." The Park District and the Contractor are sometimes hereinafter referred to as "Party" and collectively as "Parties."

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

Section I-Contract Documents

The Contract consists of this document together with the Project Manual issued by the Glen Ellyn Park District dated ______, and the completed proposal of Contractor dated ______, including the completed bid proposal form and any addenda thereto as modified by the Parties, all of which are attached hereto ("Contract Documents"). These documents represent the entire agreement between the parties, and no statement, promise or inducement made by either Party to the other that is not contained therein shall be binding. The terms or conditions of this Contract may not be modified, except in writing signed by all the parties.

Section II- Contract Work

The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Contract Documents. The Work shall be furnished and completed in accordance with the Contract Documents.

Section III- Date of Commencement and Final Completion

The Work shall commence upon issuance of Notice to Proceed, expected to be released in

The Contractor shall be completed with the work by Month XX, 2025.

Time is of the essence for all matters concerning this Contract.

Section IV- Contract Sum

The Park District agrees to pay the Contractor for the performance of the Contract Work in the manner set forth in the Contract Documents. The Contract Sum is: dollar amount in words (\$X,XXX.XX). Payment(s) shall be made to the Contractor by the Park District only after the Contractor has fully performed the Contract Work and fulfilled the terms of the Contract Documents.

Section V- Change Orders

A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- 1. The change in the Work;
- 2. The amount of the adjustment, if any, in the Contract Sum; and
- 3. The extent of the adjustment, if any, in the Contract Time.

A Change Directive is a written proposal or request for information prepared by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A Change Directive shall be used in the absence of total agreement on the terms of a Change Order. If the Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- 1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2. Unit prices stated in the Contract Documents or subsequently agreed upon; and
- 3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs shall be limited to the following:

- 1. Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
- 2. Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- 3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- 4. Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- 5. Costs of supervision and field office personnel directly attributable to the change.

A Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

Section VI – Further Assurances

CLEN ELLAN DARK DISTRICT

Contractor agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the Park District, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Park District for the purpose of or in connection with goods and services described in the Contract.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the District, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the District.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day and year first above written.

OLLIN ELLIN I ANN DIGITALOT		
Ву:	_ Date:	
CONTRACTOR		
CONTRACTOR		
By:	Date:	



RIDER TO AGREEMENT BETWEEN THE GLEN ELLYN PARK DISTRICT

AND Click or tap here to enter text. **FOR** Click or tap here to enter text.

This Rider amends, supplements and supersedes the Agreement between the Glen Ellyn Park District (the "District") and Click or tap here to enter text. (the "Contractor") for Click or tap here to enter text., including its Terms and Conditions (the "Agreement"). In the event of any conflict between any of the provisions of this Rider and the provisions of the Agreement, the provisions of this Rider shall control.

The Contractor shall obtain and maintain insurance of the types and in the amounts listed below. The failure to meet these insurance requirements is cause for cancellation of the agreement.

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 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 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 District. Any insurance or self-insurance maintained by the District shall be deemed excess of such Contractor's insurance and shall not contribute with it.

Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Workers Compensation Insurance

Contractor shall maintain workers compensation and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Contractor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Contractor's activities.

Evidence of Insurance

The Contractor shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested. Failure of the District to demand such

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

The District shall have the right, but not the obligation, of prohibiting such Contractor from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of the Agreement entered by the parties at the District's option. Contractor shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

Acceptability of Insurers

All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on 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 District has the right to reject insurance written by an insurer it deems unacceptable.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents, or such Contractor may be required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claims administration and defense expenses.

District's Insurance

Under no circumstances shall the District be required to name the Contractor, its officers, employees, agents, subcontractors, suppliers and representatives as additional insureds under District's insurance coverage.

Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, protect and defend the District, its officers, employees and agents, from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including attorneys' fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the performance of the work by the Contractor or any subcontractor under the Agreement, or from any negligent or willful acts, errors or omissions in the performance of the work of the Contractor or any subcontractor hereunder, or from any breach of the Contractor's obligations or any material default by the Contractor under the Agreement.

Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The District's participation in its defense shall not remove the Contractor's duty to indemnify, defend and hold the District harmless as set forth herein. The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided. The Contractor's indemnification of the District shall survive the termination or expiration of the Agreement.

Tax Exemption

The District is exempt for the Illinois Retailer's Occupations Tax, the Illinois Use Tax, and the Federal Excise Tax as an exempt entity under the Internal Revenue Code. District shall provide Contractor with District's tax exemption identification number, for use by Contractor for this project/work only.

Illinois Prevailing Wage

For those Agreements calling for the construction or repair of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the "Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (the "Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.

Γhe Work to	be performed under this Agreement is subject to the Requirements of the Prevailing Wage Act
∕es □	No □

District's Right to Inspect and Reject Workmanship, Materials, and Equipment

The District will have the right to inspect the workmanship/ materials /equipment procured through this Agreement, and to reject any nonconforming/damaged work/equipment. The District will give notice to Contractor of any rejection of the work/equipment or claim for damages on account of condition, quality or grade of the work/equipment. Neither inspection nor acceptance by District shall act as District's acceptance of any defects or deficiencies in the work/equipment and shall not act as a waiver of any rights District has with respect to such defects, deficiencies or failure, including rights under any warranty.

Section	Details
TERMINATION	The District may, at any time, terminate the
	Agreement in whole or in part for the District's
	convenience and without cause. In the event of such
	termination or in the event the District terminates this
	Agreement in accordance with A.1 of this Rider:
	a) Contractor shall recover payment for approved and
	properly performed work completed prior to the
	effective date of termination; and
	b) Contractor shall not be entitled to damages or lost
	profits resulting from termination for convenience
	under this Section.
WARRANTIES	Unless otherwise required by law, the Contractor shall
	provide, a minimum one (1)-year warranty on all
	workmanship and material and or equipment
	provided to the District by the Contractor.
PAYMENT	Payment shall be made by the District to the
	Contractor upon the District's receipt of an invoice
	itemizing the work properly performed, as determined
	by the District, for the period covered by the invoice.
	The contract sum shall be paid and shall bear interest
	in accordance with the Local Government Prompt
	Payment Act (50 ILCS 505/1 et seq.). No Event of
	Default shall occur if the District complies with this
	Section.
CHOICE OF LAW AND LIMITATIONS	The Agreement, its validity, enforceability and
	interpretation, shall be governed by the laws of the
	State of Illinois, including the ten (10)-year statute of
	limitations in Illinois for contract claims. Jurisdiction
	for any claims shall be only in the Circuit Court for the

	Eighteenth Judicial Circuit, DuPage County, Illinois.
ASSIGNMENT	Contractor shall not assign the Agreement to any
	person or entity other than an affiliate of the
	Contractor without the District's prior written consent.
LEGAL FEES	The District shall be entitled to the award of attorneys'
	fees and costs in the event the District is the prevailing
	party in any suit or action in connection with the
	enforcement of the terms and conditions of the
	Agreement.
NO WAIVER OF TORT IMMUNITIES	Nothing contained in any provision of this Agreement
	is intended to constitute nor shall constitute a waiver
	of the defenses and immunities available to the
	District under the Illinois Local Government and
	Governmental Employees Tort Immunity Act.
COMPLIANCE WITH LAWS	Contractor shall comply with all applicable local, state
	and federal codes, laws, ordinances, rules and
	regulations. Contractor shall be licensed and bonded
	to perform the work hereunder and shall, at its sole
	cost and obligation, be responsible for obtaining all
	permits required to perform its duties under this
	Agreement. Any breach by Contractor of the foregoing
	laws, regulations and rules shall constitute a breach by
	Contractor of this Agreement.

The Contractor and the District hereby acknowledge and agree to the terms and conditions of this Rider.

CONTRACTOR:	GLEN ELLYN PARK DISTRICT:
Name of Contractor	
Click or tap here to enter text.	
By: Signature of Authorized Representative	By:
Its: Click or tap here to enter text.	Its: Click or tap here to enter text.

SPECIAL PROVISIONS

SP-1 SCOPE OF WORK

The Glen Ellyn Park District hereinafter referred to as "GEPD" or Owner" is seeking the most economical, yet highest quality program for maintaining public properties located within the boundaries of the Park District. To this end, the GEPD is hereby inviting park and landscape maintenance contractors with appropriate technical training and equipment to submit bid proposals for a one-year maintenance program that will begin April 2025 and end November 2025. The contract allows for a one-year extension pending approval by the GEPD. It is always the intent of this contract that the contractor practice due care and safety while providing work in accordance with specifications written into this document and with generally accepted industry standards.

Contract is for 28 mowings/trimming of the designated neighborhood parks

All material, equipment and labor is to be supplied by the contractor and all else necessary and incidental for the completion of the program outlined. The GEPD reserves the right to aerate, fertilize, apply pesticides, trim, prune or plant to supplement the activities specified here.

SP-2 WORK HOURS

In accordance with local ordinance, gas powered lawn maintenance equipment may only be operated between the hours of 7:00 a.m. and 7:00 p.m. Monday-Saturday.

This equipment includes gasoline powered lawn mowers, leaf blowers, trimmers or any other landscape maintenance equipment.

SP-3 DURATION OF CONTRACT(S)

The Glen Ellyn Park District will award a contract(s) for one season that will begin on April 1 2025 and end on November 30 2025

The Glen Ellyn Park District also reserves the right to extend this contract for an additional one year from April 1, 2026 to November 30 2026 under the same terms and conditions, at the prices quoted and upon thirty (30) days notice in writing of its intention to exercise this option. The Glen Ellyn Park District reserves the right to award for one year only or to terminate the contract after one year.

SP-4 MOWING / Trimming

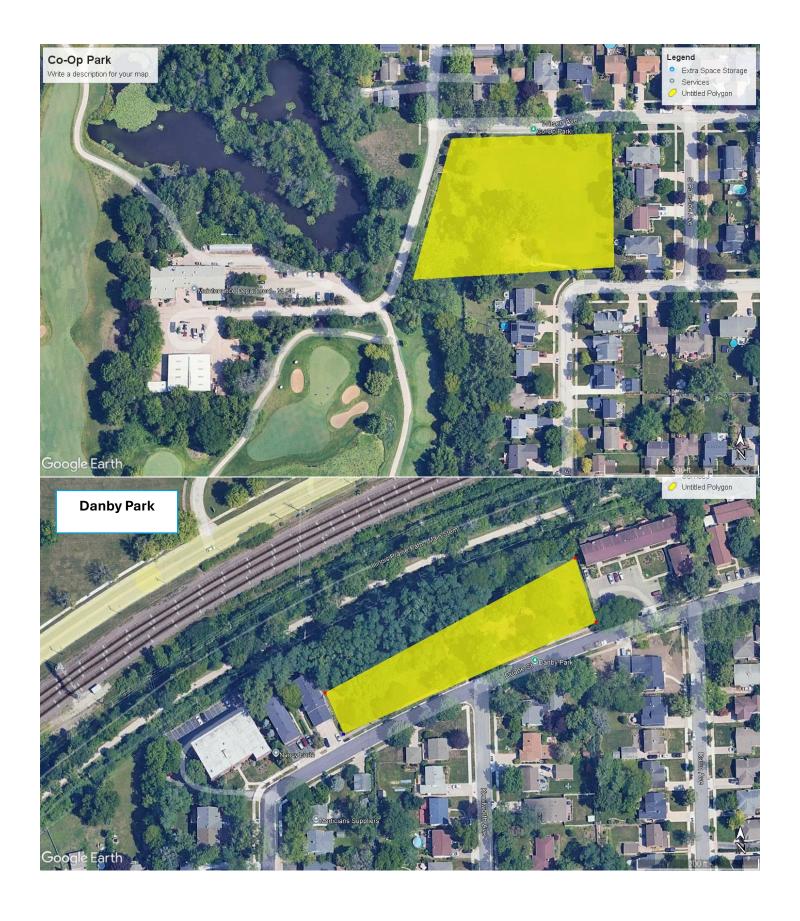
This section includes all scheduled mowing of all turf areas.

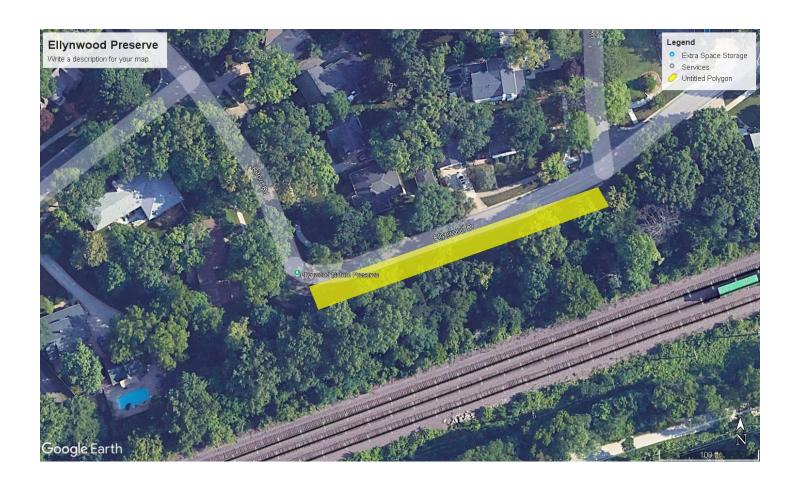
- 1. Grass at all mowing areas shall be mowed **no less than 3" high**. Grass shall be cut when it reaches 4" in height. Care shall be taken to lower the height of cut slowly, so as not to put the turf under any undue stress. No more than 1/3 of the grass blade shall be removed per cutting unless otherwise specified by the GEPD.
- 2. Do not mow, walk, or use any piece of equipment on turf areas when frost is present as this will result in damage to the plant tissues.
- 3. Do not mow areas that are saturated with water or where standing water is present. A simple test to determine this is to walk over the areas to be mowed. If water "puddles", delay mowing until excess moisture has drained. If mowing can't be delayed, the smallest available equipment (within the same class as normally used) shall be used. For example: in wet conditions a 36-inch mower shall be used in areas normally mowed with 48 72-inch units.
- 4. Prior to mowing, all litter and other debris shall be picked up and disposed of properly.
- 5. Grass clippings shall be removed or re-mowed where grass clippings are not spread evenly over the area.
- 6. All grass shall be neatly trimmed on a weekly basis around all fixed structures including sidewalks, buildings, fences, backstops, soccer goals, playground equipment, retaining walls, footpaths, and paved areas at a height consistent with the mowed lawn areas. All areas adjacent to turf, whether hardscaped or landscaped, shall be left free from clippings.
- 7. Safety shielding and other manufacturer amenities on all equipment shall always remain operational. Mowing equipment shall be properly always maintained. Mower blades shall be kept sharp.
- 8. Mowing at each site shall be completed the same day it was started. All mowing operations shall be completed in such a manner as to prevent damage to turf, trees, shrubs, groundcovers, structures, site fixtures, and parked vehicles.
- 9. Excess grass on sidewalks, paved areas, beds or tree rings will be cleaned off upon completion of mowing operations.
- 10. Mowing shall be conducted in such a manner and at such times that will not interfere with the public use of said areas and/or adjoining areas. A mowing schedule shall be coordinated with the Glen Ellyn Parks Department.
- 11. Absolutely no growth inhibitor or total kill chemicals are to be used at any Park District location.
- 12. GEPD upon contract approval will provide the contractor with a list of dates and times that mowing cannot be done at specific locations due to Special Events, etc...

SP-5 QUALITY ASSURANCE

- 1. Work shall be performed in a professional, workmanlike manner using the highest quality materials and equipment.
- 2. All Landscape Maintenance procedures will conform to generally accepted standard horticulture practices.
- 3. All crew members shall wear uniforms and conduct themselves in a professional manner.
- 4. The contractor shall provide a weekly update via email as to what was done for the week no later than 5pm each Friday for the duration of the contract. The email should be sent to snorman@gepark.org





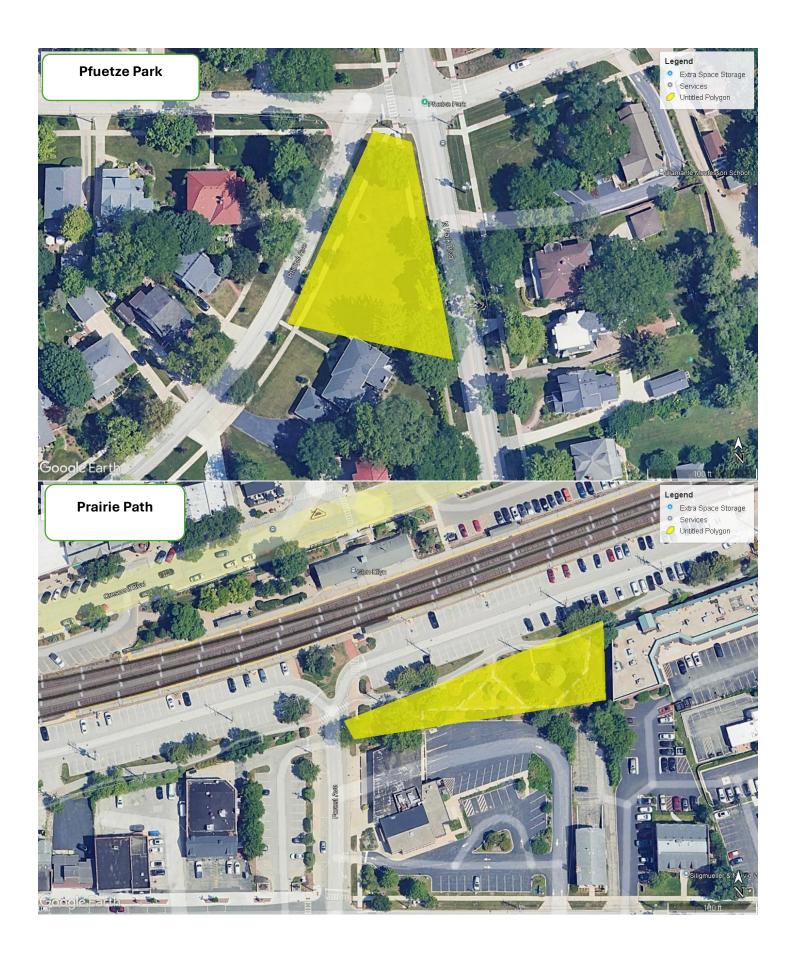




















--End of Maps--