Project Manual/Bid Specifications

Project Title: Park Mowing 2018

Job Site/Delivery 635 Aspen Site, Aspen Backyard, Augusta, Beaver Creek, Carriage Green, Central, Donnelley, Grosse Pointe East, Grosse Pointe ROW, Grosse Pointe West, Westwood, Hawthorn Club, Hawthorn Mellody, Kiddie Korral, Lake Charles, Ranney, Royal Oaks, Stone Fence Farm, Sugar Creek, Sullivan Woods, Torrey Pines & Lakeview Fitness Center,

Address: Vernon Hills, Illinois 60061

Owner: Vernon Hills Park District
635 Aspen Drive
Vernon Hills, Illinois 60061-1620

Owner’s Rep: James Kim, Superintendent of Parks

Bid Documents: Plans and/or specifications are available at www.vhparkdistrict.org under “District Information”

Pre-Bid Meeting December 13, 2017 @ 2pm
Vernon Hills Parks District
635 Aspen Drive
Vernon Hills, IL 60061

Bid Due Date: January 3, 2018 @ 2pm
Vernon Hills Park District
635 Aspen Drive
Vernon Hills, Illinois 60061

Bids will be publicly opened and read aloud at this time.
<table>
<thead>
<tr>
<th>Table of Contents</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement for Bid</td>
<td>4</td>
</tr>
<tr>
<td>Instructions to Bidders</td>
<td>5</td>
</tr>
<tr>
<td>Bid Forms</td>
<td>6</td>
</tr>
<tr>
<td>Bid Unit Cost Form</td>
<td>8</td>
</tr>
<tr>
<td>Bidder Certifications</td>
<td>9</td>
</tr>
<tr>
<td>Insurance Requirements</td>
<td>12</td>
</tr>
<tr>
<td>General Conditions</td>
<td>15</td>
</tr>
<tr>
<td>General Specifications/Description of Work</td>
<td>18</td>
</tr>
<tr>
<td>Special Specifications</td>
<td>19</td>
</tr>
<tr>
<td>Park Locations – addresses &amp; directions</td>
<td>22</td>
</tr>
<tr>
<td>Park Maps located on second PDF attachment</td>
<td></td>
</tr>
</tbody>
</table>
ADVERTISEMENT for BIDS

Project Name: Park Mowing 2018

The Vernon Hills Park District (District) will receive sealed bids for the above referenced Project until **2pm on January 3, 2018** at the Vernon Hills Park District, 635 Aspen Drive Vernon Hills, Illinois 60061. At which time they will be opened and read aloud.

Bids are to be addressed to the Vernon Hills Park District, Attn: James Kim, Superintendent of Parks, 635 Aspen Drive Vernon Hills, Illinois 60061, and marked "Sealed Bid – Park Mowing 2018"

**Contract Period**

This will be a one year contract. However, the terms of this 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 Vernon Hills Park District. In the event this contract is extended, the unit prices shall be adjusted each year to the Bureau of Labor Statistics Consumers Price Index for all Urban Consumers for the pervious calendar year.

Bidding Documents may be obtained from the Vernon Hills Park District website at [www.vhparkdistrict.org](http://www.vhparkdistrict.org) under “District Information”. If paper copies are requested a fee will apply.

For more information contact James Kim, Superintendent of Parks at 847-996-6817.

There will be a Pre-Bid meeting at the Vernon Hills Park District on **December 13, 2017 @ 2pm at Vernon Hills Park District 635 Aspen Drive Vernon Hills, IL 60061.**

This meeting is not mandatory, however attendance is **Strongly Encouraged.**

**The Vernon Hills Park District is an Equal Opportunity Employer, and encourages “minority” business firms to submit bids on the approved project and successful contract Contractors to utilize minority businesses as sub-Contractors for supplies, equipment, services and construction.**

The Vernon Hills Park District reserves the right to reject any/or all bids and to waive any informality in the bidding.

Dated at the Vernon Hills Park District, Vernon Hills, Illinois, December 3, 2017

By ________________________________

Jeff Fougerousse, Executive Director
INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS
Bids must be submitted on regular bid proposal forms provided by the Vernon Hills Park District ("Owner") including alternates and unit prices, if specified. Completed Bid forms must be submitted in a sealed, plain, opaque envelope addressed to the, labeled “Sealed Bid - Name of Project”.

INTERPRETATION OF DOCUMENTS
Any addenda to these specifications will be issued to all Bidders in writing. No oral statements or commitments shall have any affect whatsoever unless confirmed in writing.

Should any discrepancy, contradiction or inconsistency appear in the contract documents, the Bidder must notify the Owner prior to the submission of bids, otherwise the Owner's interpretation will govern and no allowance will be made for failure to make such notification.

SUBSTITUTIONS AND ALTERNATES
A detailed written explanation of any deviation from these Drawings or Specifications documented by drawings or photographs must accompany the Alternate Proposal in order for it to be considered valid. In the absence of such documentation, the Contractor shall be liable for strict compliance with these specifications. In considering items offered as substitutions, quality of design and appearance will bear equal weight with those of function, durability and workmanship. The Owner shall be the sole judge of equivalency.

EXAMINATION OF SITE
Contractors must visit the site(s) of the proposed work, compare the drawings and specifications with any work in place, and inform themselves of all conditions, including other work, if any, being performed. Failure to visit site will in no way relieve the successful Contractor from the necessity of furnishing any materials or performing any work that may be required to complete work in accordance with drawings and specifications without additional cost to the Owner.

COOPERATION
Contractors shall coordinate their work with all adjacent work and shall cooperate with the Park District and all other trades so as to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their materials. In addition, the contractor shall conduct their work in such a manner to ensure the safety of other park users.

PREVAILING WAGE
This is not a prevailing wage contract.
BID FORM

Proposal of (name of Contractor)__________________________ hereinafter called “Contractor”, (a)/(an) (corporation, partnership, individual) doing business as __________________________. To the Vernon Hills Park District, herein after called the “Owner”. The Contractor, in response to the Owner’s advertisement for bids for Park Mowing 2018, having examined the Plans and Specifications, hereby proposes to furnish and deliver all labor, materials and supplies in accordance with the specifications, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Vernon Hills, Illinois.

Contractor acknowledges receipt of the following Addenda (if applicable), which will be part of the Contract Documents: Addenda Numbers: __________ and ________.

Contractor hereby agrees to start work within ten (10) days after receipt of “Notice to Proceed” from the Owner and to substantially complete the project/provide the services as and when specified.

Communication concerning this Bid shall be addressed to the Contractor indicated below:

Name:__________________________________________________________

Street Address:__________________________________________________

(City) (State) (Zip)

Phone: ___________ Email: ________________________________________

If Contractor is:

An Individual:

By: _____________________________________________  (SEAL)

(Individual’s Name)

doing business as ____________________________

Business Address: ____________________________________________

Phone Number: __________________________
A Partnership:

By: _____________________________ (SEAL)
    _____________________________ (Firm Name)
    _____________________________ (General Partner)

Business Address: ____________________________

Phone Number: ____________________________

A Corporation:

By: _____________________________ (SEAL)
    _____________________________ (Corporation Name)
    _____________________________ (State of Incorporation)  (Name of Person Authorized to Sign)

Title: _____________________________ Attest _____________________________ (Secretary)

    (CORPORATE SEAL)

Business Address: ____________________________

Phone Number: ____________________________

Sworn and subscribed to before me this Notary Public or
_____ day of _________, 2015

Authorized to

Administer Oaths.

__________________________
Notary Signature)

My Commission expires:
<table>
<thead>
<tr>
<th>SITE</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Aspen Site, (Community Center &amp; Family Aquatic Center)</td>
<td>__________</td>
</tr>
<tr>
<td>2. Aspen Backyard Park</td>
<td>__________</td>
</tr>
<tr>
<td>3. Augusta Park</td>
<td>__________</td>
</tr>
<tr>
<td>4. Beaver Creek</td>
<td>__________</td>
</tr>
<tr>
<td>5. Central</td>
<td>__________</td>
</tr>
<tr>
<td>6. Carriage Green</td>
<td>__________</td>
</tr>
<tr>
<td>7. Donnelley</td>
<td>__________</td>
</tr>
<tr>
<td>8. Grosse Pointe, East</td>
<td>__________</td>
</tr>
<tr>
<td>9. Grosse Pointe, ROW</td>
<td>__________</td>
</tr>
<tr>
<td>10. Grosse Pointe, West</td>
<td>__________</td>
</tr>
<tr>
<td>11. Westwood</td>
<td>__________</td>
</tr>
<tr>
<td>12. Hawthorn Club</td>
<td>__________</td>
</tr>
<tr>
<td>13. Hawthorn Mellody</td>
<td>__________</td>
</tr>
<tr>
<td>14. Kiddie Korral</td>
<td>__________</td>
</tr>
<tr>
<td>15. Lake Charles</td>
<td>__________</td>
</tr>
<tr>
<td>16. Ranney</td>
<td>__________</td>
</tr>
<tr>
<td>17. Royal Oak</td>
<td>__________</td>
</tr>
<tr>
<td>18. Stone Fence Farms</td>
<td>__________</td>
</tr>
<tr>
<td>19. Sugar Creek</td>
<td>__________</td>
</tr>
<tr>
<td>20. Sullivan Woods</td>
<td>__________</td>
</tr>
<tr>
<td>21. Torrey Pines</td>
<td>__________</td>
</tr>
<tr>
<td>22. Lakeview Fitness Center</td>
<td>__________</td>
</tr>
</tbody>
</table>

Total weekly, all sites  __________

Option 1. Hartman Park  __________

Option 2. Sullivan Drive Extension  __________
CERTIFICATIONS

The Winning Bidder (Contractor) certifies that:

- Accompanying this Bid is a Bid Bond or Cashier’s Check in the amount of 10% of the first year’s bid amount, the same being subject to forfeiture in the event of default by the undersigned. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn for a period of 60 days.

- That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

- That he/she has not directly/indirectly induced or solicited any other Contractor to put in a false bid.

- That he/she has not solicited or induced any person, firm or corporation to refrain from bidding.

- Contractor is not barred from bidding on or entering onto public contracts due to having been convicted of bid-rigging or bid rotating under the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers of Owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.

- Contractor’s bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by the Contractor without collusion or fraud; and (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor’s bid proposal or in Contractor.

- That he/she has not sought by collusion or otherwise to obtain for him/her self any advantage over any other Contractor or over the Owner.

- Contractor knows, understands and acknowledges its obligations under the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is included in the Contract Document for this Project, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an “equal opportunity employer” as defined the United States Code and Executive Orders #11246 and #11375 as amended, which are incorporated herein by reference.
• If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act and certifies that it will provide a drug-free workplace by taking the actions required under Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

• Pursuant to the Illinois Human Rights Act, Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor’s internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation. Contractor further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

• Contractor shall abide by the “Illinois Preference Act” which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. (“Illinois laborer” means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Architect.

• Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

• That all materials, methods and workmanship shall conform to the drawings, specifications, manufacturer’s standards and specifications.
RENEWAL CONTRACT

This agreement, made and entered into this _______day, of ______ party of the first part, hereinafter referred to as “the Owner,” and _____________________, party of the second part, hereinafter referred to as “the Contractor”.

WITNESSETH:
THAT WHEREAS the owner has heretofore caused to be prepared certain Plans, Specifications, Special Provisions, and Proposal Form for:

2018 Vernon Hills Park District Park Mowing

Contract Period
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 Vernon Hills Park District. In the event this contract is extended, the unit prices shall be adjusted each year to the Bureau of Labor Statistics Consumers Price Index for all Urban Consumers for the previous calendar year.

Bureau of Labor Statistics Consumers Price Index percent increase for 2018 is ______. If you accept the terms of the renewable contract, please sign and return the attached contract.
NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the Proposal of the Contractor for the work and for the unit price listed.

2. That this Contract consists of the following components which are made a part of the agreement and contract as fully and absolutely as if they were set out in detail in this Contract:

   2016 Contract Renewal

Name: __________________________________________________________
Address: __________________________________________________________________________
Phone: __________________________________________________________

INSURANCE REQUIREMENTS

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

A. 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 $5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurances shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Owner shall be included as an additional insured under the CGL, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

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

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured’s completed work equivalent to that provided above.

C. Business Auto and Umbrella Liability Insurance
The Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $2,000,000 each occurrence. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

D. Workers Compensation Insurance

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

E. General Insurance Provisions

1. Evidence of Insurance

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

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

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

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

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

   - With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

   - Contractor shall provide certified copies of all insurance policies required above within ten days of Owner’s written request for said copies.

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

3. Cross-Liability Coverage - If Contractor’s liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

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

F. Indemnification

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

- **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies, which policies shall specifically refer to the Indemnity Agreement.

- **All Policies shall substitute the word “occurrence” for “accident” for both bodily injury and property damage. “Occurrence” shall be defined to mean an event or series of events or continuous or repeated exposure to conditions which unexpectedly cause injury or damage during the policy period.**

G. This Project does not require a Performance and Material Payment Bond.
GENERAL CONDITIONS

• Definitions:

“Contractor” refers to and indicates any individual, firm, or corporation submitting an approved proposal for work contemplated.

“Contractor” refers to person, firm or corporation with whom the contract is made by the Owner. Only Prime Contractors are recognized as part of the contract and where the term “Contractor” is used, the Prime Contractor or Prime Contractors is referred to. The term “Contractor” as used herein shall mean person, firm or corporation named in the Agreement who will perform the work described herein. Where sub-Contractors are referred to, it has been for convenience only. Nothing contained in this contract shall create any contractual relation between any sub-Contractor and the Owner.

“Sub-Contractor” refers to a person, firm or corporation other than an employee of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, at the site of the work. The term also includes sub-Contractors of a sub-Contractor, but it does not include material/men – one who furnishes materials not worked to a special design according to the drawings and specifications.

“Other” refers to parties other than a Prime Contractor, his sub-Contractors or suppliers.

“Provide” shall be interpreted as meaning “Furnish and install, complete in place, ready to use or operate, in accordance with the Terms of the Contract Documents.

“Specifications” refers to and indicates description, provisions and requirements, contained herein, together with all written agreements made or to be made, pertaining to qualities of materials to be furnished under the Agreement.

“Drawings” refers to and indicates all drawings or reproduction of drawings pertaining to construction of the work contemplated, and its appurtenances. Words “As required”, “As directed”, “As permitted”, and words of like import, mean that requirements, direction or permission of the Architect/Owner are intended; similarly, the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, “acceptable to” or “satisfactory to” the Owner.

Words “necessary”, “proper” or words of like import as used with respect to extent, conduct or character of work specified shall mean that work shall be carried to extent, must be conducted in a manner or be of a character which is “necessary” or “proper” under the circumstances, in the opinion of the Owner. The Owner’s judgment in such matters shall be considered final.

EXECUTION. CORRELATION, INTENT AND INTERPRETATIONS

• If work is required in a manner to make it impossible to produce first-class work, or should discrepancies appear among Contract Documents, or if the Contractor has any questions
regarding the meaning of Contract Documents, the Contractor must request the Owner’s interpretation and clarification before proceeding with work. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner. Should any conflict occur in or between Drawings and Specifications, the Contractor is deemed to have estimated on, and agreed to provide the greater quantity or better quality of materials and work unless he shall have, before submission of proposal, asked for and obtained written decision of the Owner as to which method or materials will be required.

- The Owner is exempt from the payment of sales tax. The Owner will provide Contractor with its tax-exempt number, which Contractor can use to make purchases of materials and equipment for this Project. This requirement excludes taxes and assessments on real property comprising site of project.

- Bidder shall indemnify and hold harmless the Owner, its park commissioners, officers, employees and agents, from and against any claim, loss or cost, including and without limitation court costs and attorney’s fees, resulting directly or indirectly from contractor’s breach of any of the provisions or, or its failure to perform the Work in accordance, the Contract Documents.

**SUB-CONTRACTORS**

- Proper and complete execution of all work shall be the responsibility of the Contractor and should he properly subcontract certain parts of the work, the Owner will hold him responsible for proper and complete execution thereof. If the Contractor elects to enter into subcontracts for any section of the work, he shall assume all responsibility of ascertaining that the sub-Contractor for the work is thoroughly acquainted with all conditions of work and that the sub-Contractor has included all materials and appurtenances in connection therewith. It shall also be the responsibility of the Contractor to notify sub-Contractors at time of request for bids of all requirements of the Contract Documents that he, the Contractor, intends to include as part of subcontract.

- The Contractor shall not subcontract any work without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed subcontract, which statement shall contain such information as the Owner may require.

- The Contractor shall list in the Bid, or in no case later than prior to the start of work, the names of sub-Contractors for other parts of the work. The Contractor shall not employ any sub-Contractor that the Owner may, within a reasonable time, object to as incompetent or unfit.

- The Contractor shall be as fully responsible to the Owner for the acts and omissions of his sub-Contractors, and of persons either directly or indirectly employed by them, as he is for his acts and the acts and omissions of persons directly employed by him.

- The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to bind sub-Contractors to the Contractor by the terms of the Contract Documents, and to require sub-Contractors to comply with the Contract Documents, and to give the
Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

- Nothing contained in the Contract shall create any contractual relation between any sub-Contractor and the Owner.

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

**PAYMENTS AND COMPLETION**

- Partial progress payments may be made, as the work progresses, once each calendar month, based on receipt of an itemized invoice/application for payment.

- The Owner may withhold or nullify all or part of any payment to such an extent as may be necessary to protect the Owner from loss on account of defective work not remedied, claims filed or reasonable evidence indicating probable filing of claims, failure of Contractor to make payments to sub-Contractors or for material or labor, a reasonable doubt that the contract can be completed for the balance then unpaid.

- Pay request must be approved by the Board of Commissioners at monthly board meetings. Board meeting schedules are available upon request.

**MISCELLANEOUS PROVISIONS**

- Protection of Work and Property - The Contractor shall continuously maintain adequate protection of all the work from damage and shall protect the Owner’s property from injury or loss arising in connection with this contract. He shall make good any such damage, injury or loss, except such as may be caused by that beyond the Contractor’s control and not due to his fault or negligence.

- Contractor shall comply with all federal, state and local laws, rules and regulations applicable to the work, all Village of Vernon Hills building codes, and all laws and regulations pertaining to occupational and work safety and disposal of landscape waste and construction debris.

- Access to Work - The Owner and his representatives shall at all times have access to the work whenever it is in preparation or progress.

- Clean Up - The Contractor shall at all times keep the work site free from accumulation of waste materials or rubbish caused by his employees or work, and at the completion or work daily, he shall remove all waste materials/rubbish from the worksite.
GENERAL SPECIFICATIONS / Description of work

Mowing will be done once a week starting the week containing April 1 and ending the week containing November 13. This is subject to change as directed by the Superintendent of Parks. Additional fees may apply for work completed outside the contracted time frame.

Pick up litter before mowing (dispose of properly). DO NOT MOW over debris and litter causing more litter and debris. Excessive litter is to be report to “owner” prior to start of work.

Mow at a **minimum** cutting height of 3” to 3.5”. 3” is the recommended cutting height.

Mowing will be done with equipment encouraging grass clipping recycling. Bidder shall give a description and size of equipment they propose to use. Large scale production mowers are acceptable at certain locations.

Mow as close as possible to fence lines and boarders.

Mow all parkways or the strips of turf on other side of public sidewalks.

Filament line trimming is required to be preformed at all park sites to provide a finished mowed appearance. Filament line trimming shall be preformed at least bi-weekly and shall include but not limited to building walls, sidewalks, fences, driveways, parking lots, tree rings, planting and flower beds, sign posts, raised landscape and playground retaining walls, manholes, trash containers, benches, drain inlets and outfalls, park shelters, grills, light poles, electric control boxes, bridge abutments, un-mowable slopes, pond edges, woods, gullies (unless an approved natural planting or area), memorial plaques, landscape rocks, and statues. **Special care must be taken to protect tree trunks from line trimmers and lawn mowers.**

Grass clippings must be removed/blown off street, sidewalk and park paths adjacent to and throughout the mowing site after each mowing. Discharge grass clippings will be directed away from playgrounds, planting beds and baseball infields, paths and streets.

The Vernon Hills Park District reserves the right to cancel, suspend, or modify the mowing operations during drought conditions.

Please communicate with owner about off scheduled mowing due to weather or other reasons.

The proposed work may be completed between the hours of 7:00 a.m. and 6:30 p.m. or dusk Monday through Friday and 8:30 a.m. and 5:00 p.m. on Saturday. **Work is NOT permitted on Sunday or a Federal holiday.**

SPECIAL SPECIFICATIONS

Note: additional special conditions on park maps

Report accidental damage to sprinkler heads.

1. Aspen Site (Sullivan Community Center and Family Aquatic Center)
   - Must be mowed on Fridays. Saturday morning is an acceptable alternative in case of inclement weather.

   - This includes the parkway and twenty (20) feet east of the sidewalk south of the Family Aquatic Park. The bottoms of the retention areas west of the swimming pool are not included but the slope to the bottom is to be mowed. The area on both side of the path along the east side of the property along the path is also to be mowed. This is indicated in red on the maps and green on the map indicates path.

   - All work must be completed within the Family Aquatic Center perimeter fence (in purple on map) before **8:00 a.m.** between the Friday before Memorial Day to the third Friday of August.

   - **Grass clippings are be collected and properly disposed of from within the Family Aquatic Center perimeter fence from Memorial Day to Labor Day. The remainder of the time they can be recycled.**

   - All work must be completed at the west and south sides of the Sullivan Community Center before **8:45 a.m.**

   - The grounds around the Sullivan Community Center and the Family Aquatic Center have underground irrigation systems. The District and contractor will consult on the length of run time and days of operation.

   - Note the “Mowed by Others” in black.

2. Aspen Backyard

3. Augusta
   - Includes the path leading from the Aspen Site from the north. 10 feet on the west side of the path and everything to the fence/private houses to the east side of the path. This path is indicated in green.

4. Beaver Creek

5. Central

6. Carriage Green
   - Note the mow and no mow areas of this park indicated in black on the map. Mow 10 feet wide on each side of the entire path (indicated in green on the map) and around the planter areas. The no mow area is mowed once a year by others.
7. Donnelley includes both park sections. There is a triangle to the north east of the park that is part of the contracted mowing. Please see map.

8. Grosse Pointe, East
   - Property line is the utility boxes between the homes and the retaining wall on the East and South side. Do not mow within fifteen (15) feet of the retention ponds. Mow section off of Pontiac lane from street to retention pond to utility boxes. This park has an irrigation system. The outfields of the ball fields (3) inside the fences are included.
   - **Must be mowed on Thursdays. No Zero Turn marks and No clipping on skinned infield in the ballfield area. Zero Turn marks will be monitored in the ballfield area. Grass clipping on the skinned infield will be monitored.**

9. Grosse Pointe ROW (Right of Way) Com Ed
   - Mow 10 feet wide on each side of the path from Rt. 45 to Westmoreland (.9 mile) and around each path bench indicated in green on the map. Mow parkway (area between street and sidewalk plus 10 feet wide past sidewalk) at Grosse Point Blvd., Royal Oaks, and Westmoreland. Mow south of Grosse Point Blvd around parking lot to a point 10 feet wide from the path to Grosse Pointe West and the retention pond. The remainder of the site is mowed by others (ComEd).

10. Grosse Point, West (tennis courts and playgrounds and basketball courts)

11. Westwood Park

12. Hawthorn Club Park

13. Hawthorn Mellody Park
   - This Park is irrigated. There is a day camp at this park (mid June – mid August). Mow 10 feet wide on each side of the path through the woods indicated in green on the map. Mow 10 feet down around the inside of the retention pond. The west property line is the line of utility boxes.
   - Mow both sides of drive coming off of Hazeltine Drive; all turf to houses to north and all turf to the south (towards creek) up to thick brush. Also parkway turf on Hazeltine from creek to first house to the north.
   - Note the No Mow area on the east side of the ballfields in black on the map.

14. Kiddie Korral Park

15. Lake Charles Park
   - Mow front section from street to wood line except the northwest corner (wetlands). Mow two mowers or ten feet on both sides of the path and around the picnic shelter and benches on the west side of the lake. There is also a 10 foot path leading to the east of the property, moving west along the ditch, and then again to the east of the property (indicated in red with white) There is another 10 ft section heading south past the asphalt path (indicated in red with white). The remainder of the site is mowed by others two-three times per year.
- Mow parkway along street between east section and parking lot (indicated in green on the map)
- There is a west section of the park with a gazebo including the sidewalk parkway.

16. Ranney Park

17. Royal Oak Park

18. Stone Fence Farm Park
- Property line is the telephone/utility boxes in the rear yards of residents.
- There is a brush line at the top of the hill adjacent to the creak that can be followed.

19. Sugar Creek Park
- Note the “No Mow” area to the west/north west of the playground indicated in black on the map

20. Sullivan Woods
- Mow an area ten feet wide on each side of the path from Hawthorn Club Park to Sugar Creek Park (indicated in green on the map), including the section of path to the underpass under the railroad tracks. The section of path north of the underpass to the train station and around both platform is mowed by others. There is another section on the west side of the path near the Oak Savanah restoration by a bench that has more than 15 feet of mowing required (indicated in red on the map).

21. Torrey Pines Park
- Includes the area around the south retention pond

22. Lakeview Fitness Center
- Includes the area around the retention pond to the south of the facility

Option 1. Hartman Park
- Note the “No Mow” section on the north end of the park (indicated in black on the map). A defined boarder will be established by owner and this area will be maintained by owner.

Option 2 Sullivan Drive Extension to Deerpath park
<table>
<thead>
<tr>
<th>NUMBER</th>
<th>PARK</th>
<th>LOCATION / STREET</th>
<th>APPROX. TURF in acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Aspen, Sullivan Community Center &amp; Aquatic Center</td>
<td>635 N. Aspen Drive</td>
<td>8.7</td>
</tr>
<tr>
<td>2.</td>
<td>Aspen Backyard</td>
<td>Aspen Drive &amp; Sullivan Drive (Deerpath Subdivision)</td>
<td>.5</td>
</tr>
<tr>
<td>3.</td>
<td>Augusta</td>
<td>Augusta Drive &amp; April Avenue (Deerpath Subdivision)</td>
<td>1.9</td>
</tr>
<tr>
<td>4.</td>
<td>Beaver Creek</td>
<td>Beaver Creek Lane and Warson Court (Gregg’s Landing Subdivision)</td>
<td>.5</td>
</tr>
<tr>
<td>5.</td>
<td>Central</td>
<td>Ranney Avenue &amp; Central Park Place (Centennial Crossing Subdivision)</td>
<td>1.4</td>
</tr>
<tr>
<td>6.</td>
<td>Carriage Green</td>
<td>Grosse Pointe Circle and Sparta Court (Grosse Pointe Carriage Subdivision)</td>
<td>2.0</td>
</tr>
<tr>
<td>7.</td>
<td>Donnelley</td>
<td>Donnelley Place &amp; Marseilles (Centennial Crossing Subdivision)</td>
<td>1.4</td>
</tr>
<tr>
<td>8.</td>
<td>Grosse Pointe, East</td>
<td>Grosse Pointe Blvd &amp; Hunter Court (Grosse Pointe Subdivision)</td>
<td>7.1</td>
</tr>
<tr>
<td>9.</td>
<td>Grosse Pointe, ROW</td>
<td>Under high voltage power lines path between Rt. 45 and Westmoreland</td>
<td>4.2</td>
</tr>
<tr>
<td>10.</td>
<td>Grosse Pointe, West</td>
<td>Grosse Pointe Blvd &amp; Southfield Lane (Grosse Pointe Subdivision)</td>
<td>5.1</td>
</tr>
<tr>
<td>11.</td>
<td>Westwood</td>
<td>Sullivan &amp; Basswood</td>
<td>.5</td>
</tr>
<tr>
<td>12.</td>
<td>Hawthorn Club</td>
<td>Sheffield Lane &amp; Sussex Circle (Hawthorn Club Subdivision)</td>
<td>9.0</td>
</tr>
<tr>
<td>13.</td>
<td>Hawthorn Mellody</td>
<td>2220 N. Hazelt ime Drive (Gregg’s Landing Subdivision)</td>
<td>4.8</td>
</tr>
<tr>
<td>14.</td>
<td>Kiddie Korral</td>
<td>Cherry Valley &amp; Greenbrier Lane</td>
<td>.4</td>
</tr>
<tr>
<td>15.</td>
<td>Lake Charles</td>
<td>Gregg’s Parkway &amp; Lake Charles Lane (Gregg’s Landing Subdivision)</td>
<td>4.5</td>
</tr>
<tr>
<td></td>
<td>Location</td>
<td>Details</td>
<td>Distance</td>
</tr>
<tr>
<td>---</td>
<td>-------------------</td>
<td>-------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>16</td>
<td>Ranney</td>
<td>Ranney Avenue &amp; Depot (Centennial Crossing Subdivision)</td>
<td>1.4</td>
</tr>
<tr>
<td>17</td>
<td>Royal Oak</td>
<td>Royal Oak Drive &amp; Northfield Drive (Grosse Pointe Village Subdivision)</td>
<td>3.8</td>
</tr>
<tr>
<td>18</td>
<td>Stone Fence</td>
<td>Stone Fence Road &amp; Barn Swallow Lane (Stone Fence Farm Subdivision)</td>
<td>3.7</td>
</tr>
<tr>
<td>19</td>
<td>Sugar Creek</td>
<td>Creek View Drive (Sugar Creek Subdivision)</td>
<td>1.1</td>
</tr>
<tr>
<td>20</td>
<td>Sullivan Woods</td>
<td>Hawthorn Club Park east side &amp; Sugar Creek Park east side (Hawthorn Club &amp; Sugar Creek Subdivision)</td>
<td>2.5</td>
</tr>
<tr>
<td>21</td>
<td>Torrey Pines</td>
<td>Gregg’s Parkway &amp; Torrey Pines Way. (Gregg’s Landing Subdivision)</td>
<td>5.5</td>
</tr>
<tr>
<td>22</td>
<td>Lakeview Fitness Center</td>
<td>700 Lakeview Parkway</td>
<td>5.3</td>
</tr>
</tbody>
</table>

**Option 1. Hartman Park**  
290 Oakwood Drive  
7.9

**Option 2. Sullivan Drive Extension at Deerpath Rd to Deerpath Park**  
2.6