

**Berwyn Park District 3701 Scoville Ave.
Berwyn, IL 60402**

**Grass Mowing Services Project
2025 Season Bid Packet**



John Roberts, Superintendent of Parks
708-795-4040
jroberts@berwynparks.org

Cathy Fallon, Executive Director
708-788-1701
cfallon@berwynparks.org

**INVITATION TO BID
BERWYN PARK DISTRICT
2025 Grass Mowing Services**

The Berwyn Park District (“Park District”) is accepting bids from qualified lawn mowing contractors for a contract with the District for 2025 mowing turf located throughout the Park District’s park system.

Specifications and Contract Documents may be obtained beginning Monday, March 17, 2025, at the Berwyn Park District Administrative Office, 3701 Scoville Ave, Berwyn, IL 60402, Monday - Thursday, 9:00 a.m.–4:00p.m., Fridays 9:00a.m.-12:00 or in PDF Format at the Park District’s website:

<https://www.berwynparks.org>

Each bid must be placed in a sealed opaque envelope with the Bidder’s name, the date and time of the bid deadline and marked **“Sealed Bid: - Berwyn Park District Grass Mowing Project,”** and addressed to the Berwyn Park District, 3701 Scoville Ave, Berwyn, IL 60402, **Attention: Executive Director.** Bids will be received until 11:00 a.m. on Friday, April 11, 2025, at which time the bid proposals will be publicly opened and read aloud at the District’s Administration Office, located at 3701 Scoville Ave, Berwyn, IL 60402.

The Park District reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any Bidder against the Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the Park District on the request of the successful Bidder, for use in connection with this project only.

All bid proposals must be accompanied by a bid bond or bank cashier’s check payable to the Berwyn Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such a bond or check.

The Contractor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

The Park District encourages women and minority business firms to submit bids and encourages bidders to utilize minority businesses for supplies, equipment, and services.

**Cathy Fallon, Executive Director
Berwyn Park District**

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GRASS MOWING SERVICES PROJECT BID

SECTION I: INSTRUCTION TO BIDDERS

General Information

Contract Objective: The Berwyn Park District, hereinafter referred to as “Park District” or “Owner”, is seeking the most economical, yet highest quality program for maintaining its park areas located within the jurisdictional boundaries of the Park District. To this end, the Park District hereby invites park and landscape maintenance contractors with appropriate technical training and equipment to submit bid proposals for a six-month Grass Mowing Contract that will begin May 1, 2025 and end October 31, 2025 (the “Contract”).

The terms of the Contract may be extended for an additional period of up to two years, if approved and accepted in writing by both the Contractor and the Park District. In the event the Contract is extended, the unit prices shall be adjusted each year to the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers as determined for the previous calendar year.

Contract Description: The Contract for Grass Mowing Services Project shall consist of all labor, materials and equipment necessary to complete mowing requirements as specified in the Contract Documents (the “Work”). In total, the Work is performed on approximately 16 acres in three different locations, all within the City of Berwyn, IL. This includes, but is not exclusive to, general grass mowing and string trimming around trees, shrubs, flowerbeds, buildings, sidewalks, playground equipment, parking lots, ditches, fences, signs, light poles, etc. Grass trimmings and debris generated from mowing and string trimming is to be removed from all sidewalks, paths, synthetic soccer field, ball field infield dirt areas, parking lots, and streets around Park District buildings.

The contractor hired to perform the Work shall practice due care and safety at all times while performing the Work in accordance with the Contract and the Specifications included in these Bid Documents, and with generally accepted industry standards. Failure to do so, as determined by the Park District in its sole discretion, shall result in immediate termination of the Contract.

A. BID DOCUMENTS

Bid Documents will be available from the Berwyn Park District, 3701 Scoville Ave, Berwyn, IL 60402, commencing on March 10, 2025, Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF format at the Park District’s website: <https://www.berwynparks.org>

B. BID FORM

1. Each bid shall be made on the "Bid Form" furnished by the District. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid.

2. All applicable blank spaces on the "Bid Form" shall be fully completed, including the List of Subcontractors and the Bidder's Reference List, and all amounts shall be in words as well as in figures where applicable.
3. The bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and his title shall be typed below the signature.
4. Erasures, interlineations, corrections, or other changes on the "Bid Form" shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full contract called for will be considered.
5. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the successful Bidder.
6. Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.
7. Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

8. The bids shall be sealed in an opaque envelope, marked and addressed as follows:

Sealed Bid – Grass Mowing Bid - Bid Opening: April 11, 2025 at 11:00 a.m.

Attention: Executive Director
Berwyn Park District
3701 Scoville Ave
Berwyn, IL 60402

9. Bid proposals shall be delivered or mailed in time for delivery to the foregoing address no later than 11:00 a.m., Friday, April 11, 2025. Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mailed bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.

10. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the Park District at the foregoing address prior to commencement of the opening of bids. No Bidder may withdraw a bid after opening of the bids.

11. Bids will be publicly opened on the due date.

C. REQUIREMENTS OF BIDDERS

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

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

1. On a separate sheet, list all mowing projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.
2. On the Bidder's Reference List form provided herein, list at least three (3) projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.
3. On the List of Subcontractors form provided herein, provide a list of anticipated subcontractors, if any, including their firm names, addresses and telephone numbers. All

subcontractors to be used shall be approved by the Owner. If the Contractor subcontracts any part of the Work for this project, the Contractor shall not under any circumstances be relieved of his liabilities and obligations; any subcontractor for this project will be recognized only in the capacity of an employee of the Contractor.

4. On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

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

6. On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the architect and, if applicable also the construction manager or Owner's representative.

7. The Bidder shall provide a bank reference for the Park District to call and verify the bidder is financially in good standing. The Bank's name, address, bank representative to contact, and phone number shall be provided by the Bidder on a separate sheet of paper.

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

The District may make such investigation as it deems necessary to determine the ability of the Bidder to perform the Work. The District reserves the right to require of any Bidder such information as stated above and necessary to verify the Bidder's qualifications and financial status and to withhold formal signing of the Contract until such information is received.

D. MODIFICATION OF BIDS

Any Bidder may modify his bid by written notice (signed by the Bidder) at any time prior to the scheduled closing time for receipt of bids, provided that such written notice is received by the

District prior to the closing time. Modifications of bid submittals by fax or email will not be permitted.

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

F. ACCEPTANCE OR REJECTION OF BIDS

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

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

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Park District on the basis that the District awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Park District reserves the right to waive any technicalities or

irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

G. SURETY

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

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable certificate of insurance naming the Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District. The cost of the bond shall be included in the bid proposal amount. The Bidder and all Subcontractors shall name the Park District as an obligee on the bond.

The failure of the successful Bidder to enter into the Contract and supply the required evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Park District need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety, provided that the Park District's retention of the bid guarantee shall not preclude the District from holding the Bidder fully liable for any and all damages which are in excess of said partial liquidated damages, and which shall otherwise be incurred by the Park District, including reasonable attorneys' fees, arising from the Bidder's failure to enter into said Contract and to deliver the same back to the District within said ten (10) day period.

H. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

I. ACCEPTANCE AND CONTRACT

The Park District will award the Contract to the lowest most responsible and responsive Bidder, as determined by the Park District. In considering the Bidder's responsibility, the Park District may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in

numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. The Contract will be awarded by the District on a per mow basis, based on the prices indicated for individual portions of the Work to be performed.

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

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment comprise the Bid Documents. The Bid Documents, together with the Agreement Between Owner and Contractor and included in these Bid Documents, and the proof of insurance comprise the Contract Documents.

J. INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the specifications of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, Bidder must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the

Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

K. ADDENDA

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

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

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

L. SUBSTITUTIONS DURING BIDDING

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternative. Such decisions are final and not subject to recourse.

GENERAL CONDITIONS
BERWYN PARK DISTRICT
Grass Mowing Services Project

The following General Conditions shall apply to the Grass Mowing Services Project (the "Project") for the Berwyn Park District.

ALL CONTRACTORS AND SUBCONTRACTORS SHALL ABIDE BY THESE GENERAL CONDITIONS.

1. DEFINITION OF TERMS

The following terms or pronouns in place of them shall have the respective meaning in these General Conditions and the Contract:

A. The words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents.

B. Park District or Owner: Refers to and means the Berwyn Park District, which shall, through its designated representative, provide all administration of the Contract herein described.

C. Subcontractors: Refers to and means a person, firm or corporation, other than the Contractor, supplying labor for the provision of Work at the site under a direct Contract with the Contractor.

D. Contract Documents: Refers to and includes the Invitation to Bid, Instructions to Bidders, Contractor's Bid Form, these General Conditions, Specifications, all authorized Addenda, Agreement Between Park District and Contractor ("Contract" or "Agreement"), Contractor's Compliance and Certifications Attachment, all as issued by the Park District in the Mowing Services Packet 2025, and the Performance Bond and Labor Material Payment Bond and proof of insurance, and any modifications issued after the execution of the Agreement.

E. Bid Proposal: The written offer of the bidder to perform the Work proposed, presented upon the Bid Form.

F. Specifications: All official specifications for the Project and pertaining to the Work to be performed under the Contract.

G. "Shall": is mandatory and not permissive.

H. "May": is permissive and not mandatory.

I. "Work": The work and services contemplated by the Specifications and any modifications thereto.

J. “Approved”: Includes such concepts as “proper”, “as directed”, and “satisfactory”, and contemplates action by the Park District or its representative to indicate such approval.

K. “Project”: Is the 2025 Grass Mowing Services Project the is the subject of the Contract Documents.

L. “Contract Sum”: Amount Park District agrees to pay Contractor for proper performance of the Work.

2. EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE FOR THE PROPOSED WORK

The Contractor shall carefully examine the Contract Documents and the site for the proposed Work. Failure of any Contractor or Subcontractor, if any, to read and familiarize itself with the provisions governing the Work to be performed will not release such Contractor or Subcontractor, if any, of any of the requirements set forth herein. The Contractor shall inspect the site at which the proposed Work is to be performed and familiarize itself with all the conditions affecting the Contract and detailed requirements for such Work. If the Contractor’s bid is accepted, the Contractor will be responsible for all errors in its proposal resulting from its failure or neglect to comply with these instructions. The Park District will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

The Contract Documents are intended to include all matters necessary to properly perform the Work. If through inadvertence or otherwise, the Contract Documents fail to require any matters necessary to properly perform the Work, the Contractor shall, nevertheless, be required to perform such Work. Specifications are intended to be consistent with one another and with other portions of the Contract Documents.

3. EQUIPMENT

It is the intent of the Specifications that first class equipment shall be used in performing the Work in a manner that is workmanlike and acceptable in every detail. Only equipment which conform to the requirements of the Specifications shall be used in performing the Work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of all equipment. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, tools, equipment, transportation and other facilities necessary to perform the Work.

4. INSPECTION OF WORK AND EQUIPMENT

The Park District shall have free access to inspect the Work performed and any equipment provided under the Contract at all times and shall be entitled to receive all necessary information from the Contractor. The Contractor shall provide proper and safe facilities for such access and for inspection.

The Park District shall have full power to reject any and all equipment which fails to meet the terms of the Specifications and such equipment shall be removed promptly from the site.

5. COORDINATION OF CONTRACT DOCUMENTS

The Contract Documents are intended to describe the Work required by the Park District, and each document is an essential part of the Contract.

The Contractor shall make known to the Park District any apparent error or omission in the Contract Documents, and the Park District shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents.

Except as provided in the Agreement, wherever conflicts occur between these General Conditions and other Contract Documents, these General Conditions shall take precedence over such other Contract Documents and shall be used in conjunction with them.

The Specifications are intended to indicate the type and quality of equipment to be provided and Work to be performed.

Wherever there may be any inconsistency between the Contract Documents and applicable standards, codes or ordinances, it shall be assumed that the material or equipment to be furnished shall be of the higher quality or greater quantity, or shall comply with the more stringent requirements unless otherwise ordered by the Park District.

6. SUBCONTRACTORS

A list of anticipated Subcontractors, if any, including their firm names, addresses and telephone numbers shall be furnished to the Park District. All Subcontractors to be used shall be approved by the Park District. If the Contractor subcontracts any part of the Work to be performed under this Contract, the Contractor shall not under any circumstances be relieved of his liabilities and obligations. Any Subcontractor will be recognized only in the capacity of an employee of the Contractor.

7. COOPERATION WITH UTILITIES

To the extent necessary to perform the Work the Contractor shall notify all utility companies, public and private, in advance of commencing performance of the Work. The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor, due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by the Contractor, or on account of the performance of the Work due to the existence of said appurtenances whether in their present or relocated positions.

8. WASTE MATERIAL AND CLEAN-UP

At the completion of any Work performed, the Contractor shall remove all rubbish, tools, and equipment from the sites and adjoining premises, leaving the area in a neat and workmanlike condition, and shall repair or replace any damaged property. No additional compensation will be allowed for this Work and any cost involved shall be considered incidental to the Contract. In case of dispute, the Park District may remove the rubbish or repair the damage and charge the cost to the Contractor.

Title to waste materials removed by Contractor as part of the Work shall transfer to Contractor upon Contractor's receipt or collection of said materials unless otherwise provided by applicable law.

9. PAYMENT

A. Payment shall be made by the Park District to the Contractor upon the Park District's receipt of a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice.

B. Payments Withheld: The Park District may withhold or, on account of subsequently discovered evidence, nullify the whole, or a part of any payment to such extent as may be necessary in its opinion to protect the Park District from loss on account of:

1. Defective Work not remedied or replaced by Contractor.
2. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
3. As otherwise provided pursuant to the Contract Documents or by law.

C. Invoice Submittal: All invoices shall be submitted in duplicate, made out to the Park District and sent for consideration and approval before the last day of the month, with authorized payment to be made by the Park District. With each invoice, the Contractor shall include waivers of lien from all parties concerned.

END OF SECTION

SECTION III. SPECIFICATIONS FOR

GRASS MOWING SERVICES PROJECT

Grass Mowing Specifications

Number of Workers and Hours of Work

The Contractor shall provide an adequate number of workers to efficiently and thoroughly complete ALL aspects of the mowing, string trimming, and clean up. Crews are expected to complete their work between 7:00 a.m. and 3:30 p.m., Monday-Friday. The Park District recommends a minimum of four workers to complete a standard mowing, string trimming, and cleanup at Proksa, Freedom, and Sunshine Park in one business day.

Location and Estimated Number of Mows

This section identifies the mowing of all lawn areas in the Park District's park locations at Proksa Park, Freedom Park, Sunshine Park, Mraz Park, Serenity Park, Smirz Park, Hessler Park, and 34th and Oak Park Ave. Bids should be based on estimated 30- 32 mowings per year.

Primary Bid - Weekly		
Park	Total Acres	Estimated Total Acres Mowed
Proksa Park	13.0	12.86
Freedom Park	7.5	1.65
Sunshine Park	4.0	1.33

Alternate Bid - Weekly		
Mraz Park	2.8	0.85
Serenity Park	1.2	0.2
Smirz Park	1.0	0.93
Hessler Park	1.0	0.25
34th and Oak Park Ave.	0.8	0.12

Mowing Season

Weather permitting, the mowing season shall commence May 1 and shall end October 31, unless modified by the Superintendent of Parks.

Mowing Specifications:

Athletic field grass shall be cut to 2-inch height, weather permitting, which shall be determined by the Superintendent of Parks. All other lawn locations shall be cut to 2.5 inch height. Mowing shall include all trim work, including string trimming around trees, shrubs, flowerbeds, buildings, sidewalks, playground borders, playground equipment, playing courts, parking lots, ditches, fences, signs, light poles, etcetera. Contractor shall instruct its staff on safe operations of string trimmers to prevent damage. Grass trimming and debris generated from mowing is to be removed from all sidewalks, paths, synthetic soccer field, ball field infield dirt areas, parking lots, and streets around park district buildings. Mowing must take place during a consecutive time on weekdays only.

No mowing will be performed in wet conditions so as to not damage the turf, drainage or soil. Every attempt will be made to prevent clumping of grass. No more than one third (1/3) of the leaf blade is to be removed at one time. The mowing pattern (the direction of mow) shall be alternated each week.

While mowing in the region of the Freedom Park synthetic soccer field, the grass clippings shall be directed away from the synthetic soccer field. Any clippings on the synthetic turf field shall be blown off the field with handheld "leaf blower." The blower should be held no closer than 2' from the surface and at a 45 degree angle as to avoid displacing any of the infill from the field.

No mowing equipment or vehicles are permitted on the synthetic soccer field.

Mowing Schedules:

All parks are to be mowed weekly, but mowing needs may be adjusted as necessary at the Park District's discretion. During the early spring, typically from May 1 – June 1, the schedule may be adjusted to compensate for the "rainy season" and heavy growth. The schedule may be re adjusted in the late summer when growth slows or drought conditions occur. Schedules need to be flexible to accommodate special Park District events and to ensure participant safety. The mowing contractor shall accommodate the Park District in all circumstances.

All Athletic Fields shall be mowed on Thursday.

The Contractor shall set up a mowing schedule for the remaining areas and submit to the Superintendent of Parks for approval. Regular mowing schedule shall not begin before Wednesday each week unless approved by the Superintendent of Parks.

Mowing in Fall Months:

During the fall months, fallen leaves will be present on hard surfaces and in landscape beds throughout the parks. These leaves should be blown onto grass areas prior to mowing, so they can be mowed / mulched.

Equipment

Grass clippings will remain on the lawn to decompose. Mulching mowers and blades are required. Mowing equipment is to be kept in good working order at all times. This includes all safety features designed to be used with equipment according to the manufacturer's recommendations. Blades on all mowing equipment are to be kept sharp and in good working condition.

Every precaution shall be utilized to avoid spilling or leaking petroleum products. If such spillage/leaking occurs, the Contractor will take immediate steps to clean up the spill in accordance with recommended standards for dealing with spillage of hazardous materials. Contractor shall immediately notify the Superintendent of Parks to report the spillage for the safety of the public and environment.

Contractor shall place safety cones behind all trucks and trailers when parked. Contractor shall not leave its equipment unattended in the Park.

Safety

1. Contractor's staff shall immediately stop work and notify the Superintendent of Parks if the public is utilizing the park area in which the Contractor's staff is working. Failure to do so may result in immediate termination of the Contract by the District.
2. The Contractor's staff shall adhere to all best practices safety guidelines.
3. The Contractor's staff shall wear the Contractor's company uniform while performing work at the park sites. A high-visibility uniform shirt or vest is required.
4. At a minimum, the crew chief, or one staff member of the crew assigned to work on Park District property must be fluent in speaking English.
5. Contractor's staff will immediately report all unsafe situations such as loose fencing, divots or holes in the ground, broken benches, etc. to the Superintendent of Parks.

SECTION IV Contractor's Certifications

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Contract between the Park District and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Park District.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of 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 or Park Districts of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Park District, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), 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 as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. Contractor further acknowledges, certifies, affirms and agrees (i) 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 Contractor without collusion or fraud; (iii) no official, officer or employee of the Park District has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Park District and the Park District's employees and agents), to procure improperly special or unusual treatment with respect to this Contract or for the purpose of otherwise improperly influencing the relationship between the Park District and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Park District 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 Park District, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. 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 (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, 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.

K. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Berwyn Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF)

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

Dated:

(Notary Public) (SEAL)

SECTION V: BID FORMS

Company Profile Firm Name:

Park District Name: _____ **Business Phone:**

Business Address:

Maintenance Yard Address (If different then above): _____

Full Time Employees: _____

Part Time/Seasonal Employees: _____

Years in business under this company name: _____ years

Bank Name: _____

Bonding Company Name: _____

Bonding Power: _____

Equipment Inventory: On separate company letterhead, please list the Company's equipment inventory, its make, model and description, e.g. "Mower" and whether the Company owns or leases the equipment.

***Bidder shall include with its Bid, the information required by the Instructions to Bidders, Section C, on page 4 of this Bid Packet.

**BID PROPOSAL TO THE BERWYN PARK DISTRICT
FOR GRASS MOWING SERVICES PROJECT 2025**

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he/she has carefully examined the written Specifications and Maps and is thoroughly familiar therewith, and that he/she has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he/she has compared the site with Specifications and has satisfied himself/herself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he/she has checked carefully the bid figures and understands that he/she shall be responsible for any errors or omissions based on these Specifications as submitted on the Bid Form;
- D. That it is understood and agreed that the Berwyn Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for sixty (30) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Park District within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - Furnish all bonds and insurance required by the Contract Documents;
 - Accomplish the Work in accordance with the Contract Documents; and
 - Complete the Work within the time requirements as set forth in the Bid Documents.
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. To furnish a Bid Bond in accordance with the Instructions to Bidders;
- I. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
- J. That the Bidder shall have full responsibility for coordinating, expediting, and managing payment requests, and administering the Project and subcontractors;

- K. That the Bidder has submitted, in order to be considered eligible for this job, a list of all projects of similar size and scope within the past five years; and
- L. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this day of __, 2025.

Name: _____

By: _____

Signature _____

Title:

SUBSCRIBED AND SWORN TO before me this __ day of 2025.

Notary Public

Dated:

(Notary Public) (SEAL)

Bid Submittal Form

Grass Mowing Services Bid Submittal List:

Primary Bid - Weekly	
Park Location	Bid Amount per Mow
Proksa Park	\$_____ / mow
Freedom Park	\$_____ / mow
Sunshine Park	\$_____ / mow
Total	\$_____ / mow

Alternate Bid - Weekly	
Park Location	Bid Amount per Mow
Mraz Park	\$_____ / mow
Serenity Park	\$_____ / mow
Smirz Park	\$_____ / mow
Hessler Park	\$_____ / mow
34th and Oak Park Ave.	\$_____ / mow
Total	\$_____ / mow

We propose to furnish all labor in accordance with the foregoing Specifications and subject to all conditions found within these Contract Documents and as per the scheduled prices expressed herein and above.

Respectfully submitted:

Park District/Principal Contractor

Business Name: _____

Business Address: _____

Street City Zip Code: _____

Telephone Number: (____) _____ FAX Number: (____) _____

Email Address: _____

Contractor's Reference List:

Please list the name, address, phone number and number of acres maintained in the contract for your 3 largest clients.

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number _____

E-Mail _____

Description of Work performed – please include number of acres:

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number _____

E-Mail _____

Description of Work performed – please include number of acres:

Name of Park District, School District, Municipality, or Business

Contact Person

Phone Number _____

E-Mail _____

Description of Work performed – please include number of acres:

SECTION VI:

CONTRACTOR/PARK DISTRICT AGREEMENT

**AGREEMENT BETWEEN THE BERWYN PARK DISTRICT
AND (name of contractor _____)
FOR THE GRASS MOWING SERVICES PROJECT**

THIS AGREEMENT (“Agreement” or “Contract”) for the 2025 Grass Mowing Services Project (the “Project”), made the _____ day of _____, 2025 (“Effective Date”), by and between the Berwyn Park District (the "Park District") and (name of contractor) (the “Contractor”).

WITNESSETH:

The Contractor and the Park District, for the consideration stated herein, agree as follows:

ARTICLE I: CONTRACT DOCUMENTS

This Agreement consists of the Contract Documents including all of the terms, conditions and specifications contained in the Mowing Services Bid Packet for the Project, dated March 13, 2025, including but not limited to the Instructions to Bidders, General Conditions, the Specifications, the Contractor’s Bid Proposal, Contractor’s Compliance and Certification Attachment, and any modifications issued after the execution of this Agreement.

In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Agreement and the General Conditions; and c) the Specifications.

ARTICLE II: SCOPE OF WORK

The Contractor shall perform all services required to be performed, and shall provide and furnish all labor, tools, materials, equipment, and other necessary apparatus and all transportation services required to complete all the work required for the Project (the "Work"), all in strict accordance with the Contract Documents, as identified in Article V of this Agreement, which Contract

Documents are made a part of this Agreement; and the Contractor shall do everything required by this Agreement and the Contract Documents.

ARTICLE III: TERM

The initial term of the Agreement shall be for six months, commencing on the Effective Date, and upon the successful execution of the Agreement by the Contractor and the President and Secretary of the Park District's Board of Park Commissioners. The Agreement shall remain in full force and effect until October 31, 2025, unless otherwise extended by the agreement of the parties.

The terms of the Contract may be extended for additional one-year period, up to two years, provided that any such agreement and any renewals thereof shall be subject to a prior appropriation by the Park District's Board of Park Commissioners and if approved and accepted in writing by both the Contractor and the Park District by January 31 of each year. In the event the contract is extended, the unit prices shall be adjusted each year to the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers as determined for the previous calendar year.

In the event the Park District or the Contractor are unable to extend this Agreement under the same terms and conditions, either party may terminate the Agreement by written notice to the other party at least ninety (90) days prior to the expiration date of the Contract. In that case, the Contract will terminate at midnight at the end of its current term.

ARTICLE IV: TIME OF COMMENCEMENT AND COMPLETION

The initial term of this Agreement shall be for one year, commencing on May 1, 2025, or on such earlier date as may be agreed upon by the parties and upon the successful execution of the Agreement by the Contractor and the President and Secretary of the Park District's Board of Park Commissioners. The Agreement shall remain in full force and effect until October 31, 2025, unless otherwise extended by the agreement of the parties.

The terms of the contract may be extended for additional one-year period, up to two years, provided that any such agreement and any renewals thereof shall be subject to a prior appropriation by the Park District's Board of Park Commissioners and if approved and accepted in writing by both the Contractor and the Park District by January 31 of each year. In the event the contract is extended, the unit prices shall be adjusted each year to the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers as determined for the previous calendar year.

In the event the Park District or the Contractor are unable to extend this Agreement under the same terms and conditions, either party may terminate the Agreement by written notice to the other party at least ninety (90) days prior to the expiration date of the Contract. In that case, the Contract will terminate at midnight at the end of its current term.

ARTICLE V: CONTRACT SUM

The Park District will pay and said Contractor agrees to accept the Contract Sum as follows, as full compensation for doing all Work contemplated and specified in the Contract Documents, for all

loss or damage arising out of the nature of the Work or from any action of the elements or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the Work, and for well and faithfully completing the Work, and the whole thereof, in full compliance with the Contract Documents, , and within the time stated in Article II of this Agreement.

Grass Mowing

Proksa Park \$ ____ per mow
Freedom Park \$ ____ per mow
Sunshine Park \$ ____ per mow

Total \$ ____ per mow

Alternate

Mraz Park \$ ____ per mo w
Serenity Park \$ ____ per mow
Smirz Park \$ ____ per mow
34th and Oak Park Ave. \$ ____ per mow

Total \$ ____ per mow

ARTICLE VI: PAYMENT

Payment shall be made by the Park District to the Contractor upon the Park District’s receipt of a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice.

Payments Withheld: The Park District may withhold or, on account of subsequently discovered evidence, nullify the whole, or a part of any payment to such extent as may be necessary in its opinion to protect the Park District from loss on account of:

1. Defective Work not remedied or replaced by Contractor.
2. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
3. As otherwise provided pursuant to the Contract Documents or by law.

Invoice Submittal: All invoices shall be submitted in duplicate, made out to the Park District and sent for consideration and approval before the last day of the month, with authorized payment to be made by the Park District. With each invoice, the Contractor shall include waivers of lien from all parties concerned.

ARTICLE VII: COMPLIANCE WITH LAWS AND REGULATIONS

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.

ARTICLE VIII: AUTHORITY OF PARK DISTRICT

All Work shall be performed under the supervision of the Park District, and to its satisfaction. The Park District shall decide all questions which arise as to the quality and acceptability of equipment furnished, Work performed, manner of performance, interpretation of the Specifications, acceptable fulfillment of the Contract, compensation, disputes and mutual rights between the Contractor and any Subcontractors under the Contract Documents. The Park District shall determine the amount and quality of Work performed and equipment furnished, and the Park District's decision shall be final.

ARTICLE IX: PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to it thereby, there shall be no personal liability upon the Park District, its officers, officials, employees, volunteers, and agents.

ARTICLE X: EQUIPMENT

It is the intent of the Specifications that first class equipment shall be used in performing the Work in a manner that is workmanlike and acceptable in every detail. Only equipment which conform to the requirements of the Specifications shall be used in performing the Work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of all equipment. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, tools, equipment, transportation and other facilities necessary to perform the Work.

ARTICLE XI: SCHEDULE OF WORK

The Contractor shall perform the Work pursuant to the Schedule of Work established in the Specifications.

ARTICLE XII: OWNERSHIP OF SPECIFICATIONS

All Specifications and copies thereof furnished by the Park District, are the Park District's property. They are not to be used on any other work or project and, with the exception of one complete set, are to be returned to the Park District on request, at the completion of the Work.

ARTICLE XIII: COOPERATION BETWEEN CONTRACTOR AND ANY SUBCONTRACTORS

The Contractor and any Subcontractors involved shall assume liability, financial or otherwise, in connection with its Contract, and shall protect and save harmless the Park District or his representatives from any and all damages or claims that may arise because of inconvenience, delay or loss experienced because of the presence and operations of other Subcontractors, if any, who may be working within the same area of the Project. The Contractor and any Subcontractors shall assume all responsibility for all Work not completed or accepted because of the presence and operations of the other Subcontractors. The Contractor and any Subcontractors shall as far as possible arrange the provision of their Work or equipment, and shall place and dispose of all equipment being used, so as not to interfere with the cooperation of any other Subcontractors within the same area of the Project.

ARTICLE XIV: USE OF THE SITE

The Contractor shall confine all equipment and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Park District and shall not unreasonably encumber the site with such equipment. The site shall not be utilized for the storage of vehicles or equipment not intended for the Work to be performed.

ARTICLE XV: COOPERATION WITH UTILITIES

To the extent necessary to perform the Work the Contractor shall notify all utility companies, public and private, in advance of commencing performance of the Work. The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor, due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by the Contractor, or on account of the performance of the Work due to the existence of said appurtenances whether in their present or relocated positions.

ARTICLE XVI: SUPERINTENDENCE, CONTROL AND MANAGEMENT

The Contractor shall keep a superintendent fluent in English on the job at all times who shall have the knowledge and control of all Work to be performed under this Contract. The Contractor shall have direct control and management of all construction operations, and shall be responsible to the Park District for the satisfactory overall performance of any suppliers and Subcontractors, in order that all provision of Work is properly coordinated and supervised.

ARTICLE XVII: CHARACTER OF WORKERS

The Contractor shall employ only competent and efficient laborers or mechanics, and whenever in the opinion of the Park District, an employee is careless, incompetent, obstructs the performance of the Work, acts contrary to instructions, or engages in improper conduct, the Contractor shall upon request of the Park District, discharge or otherwise remove such employee from the site and shall not reinstate such employee, except with the written consent of the Park District.

ARTICLE XVIII: PROTECTION OF PROPERTY -SAFETY RESPONSIBILITY

The Contractor shall protect all existing property and improvements within the Project site and those adjacent to the Park District's property in a manner agreed upon between the Park District and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations or those of any Subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the William-Steiger Occupational Health and Safety Act of 1970 (revised). The Contractor and Park District shall each be responsible for their respective agents and employees.

Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (i). employees engaged in the Work, Park District's employees and patrons and other persons who may be affected thereby; and
- (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor shall be obligated to indemnify, hold harmless and protect the Park District, its officers, employees and agents, from any actions or suits instituted as a direct or indirect result of any injury or damage consequent upon any failure to use or misuse by the Contractor, its agents and employees and any Subcontractor, its agents and employees, of any ladder, support or other mechanical contrivance erected or constructed by any person or any or all kinds of equipment whether or not Park District or furnished by the Park District.

ARTICLE XIX: WASTE MATERIAL AND CLEAN-UP

At the completion of any Work performed, the Contractor shall remove all rubbish, tools, and equipment from the sites and adjoining premises, leaving the area in a neat and workmanlike condition, and shall repair or replace any damaged property. No additional compensation will be

allowed for this Work and any cost involved shall be considered incidental to the Contract. In case of dispute, the Park District may remove the rubbish or repair the damage and charge the cost to the Contractor.

Title to waste materials removed by Contractor as part of the Work shall transfer to Contractor upon Contractor's receipt or collection of said materials unless otherwise provided by applicable law.

ARTICLE XX: INSPECTIONS

The Park District shall have the right to inspect the Work following completion of any Work performed, or any portion thereof, as soon as practicable after notification by the Contractor that the Work is completed. If the Work is not acceptable to the Park District at the time of such inspection, the Park District shall inform the Contractor as to the particular defects to be remedied.

ARTICLE XXI: LIENS

In the event a lien is filed which is attributable to Work performed or equipment provided hereunder by the Contractor or any Subcontractor, which is not attributable to non-payment by the Park District, the Contractor, at its cost and expense, shall promptly proceed to have such lien released and removed within a reasonable period of time, whether by legal procedure, settlement, compromise, or otherwise.

ARTICLE XXII: CORRECTION OF DEFICIENCIES

If Contractor abandons, defaults or neglects to provide the Work in accordance with the Contract Documents, or if the Park District at any time is convinced that the conditions of the Contract are being willfully violated, executed carelessly, or in bad faith, and Contractor fails, within forty-eight (48) hours after receipt of written notice from the Park District, to commence to cure said default, the Park District may, without prejudice to other remedies, correct said deficiencies. In such case, the Park District shall deduct from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If the amount deducted by the Park District exceed the payments then or thereafter due the Contractor, the Contractor shall pay the difference to the Park District. The rights and remedies of Park District stated in this Contract shall be in addition to and not in limitation of, any other rights of the Park District granted in the Contract Documents or at law or in equity.

ARTICLE XXIII: PERFORMANCE OF WORK; WARRANTY

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

ARTICLE XXIV: INSURANCE REQUIREMENTS

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 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 Park District, its agents, officers, commissioners, employees and volunteers, shall be included as additional insureds under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least 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 Park District. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

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. 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 \$2,000,000 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.

C. 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.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute endorsement acceptable to District under the Commercial General and Umbrella Liability Insurance required in this Contract, Contractor waives all rights

against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Contractor's activities.

D. General Insurance Provisions

1. Evidence of Insurance

Contractor shall furnish the Park 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 Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as waiver of Contractor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting 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 the Park District.

Failure to maintain the required insurance may result in termination of this Contract at the Park District's option. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Deductibles and Self-Insured Retentions

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

4. Subcontractors

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

ARTICLE XXV: INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the 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 (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the Contractor's performance if it obligations under the Contract Documents, 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, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent 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. The Contractor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or the Contractor's default of, any provision of the Contract.

ARTICLE XXVI: PARK DISTRICT'S RIGHT TO TERMINATE

A. Park District may, at any time, terminate the Contract in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work.

B. Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within forty-eight (48) hours after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults

by Contractor, the Park District may immediately terminate the Contract and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 26 of the General Conditions; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, (i) immediately terminate the retention of Contractor and/or (ii) finish or cause to be finished the Contractor's services required under the Contract Documents by whatever method and by whichever persons Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under the Contract.

Upon termination of the Contract for any reason: (i) Contractor hereby waives and forfeits all claims for payment and damages, including, without limitation, anticipated profits; and (ii) the rights and obligations of the parties shall cease automatically except for the rights and obligations of the parties accruing but unsatisfied prior to termination.

ARTICLE XXVII: DISPUTES

In any suit or action arising under the Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of the Contract or out of anything done in connection with the Contract unless such action shall be commenced within one year of the termination of the Contract. Contractor acknowledges that each provision of the Contract is important and material to the business and success of the Park District, and agrees that any breach of any provision of the Contract is a material breach of the Contract and may be cause for immediate termination of the Contract. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

ARTICLE XXVIII: MISCELLANEOUS PROVISIONS

a. The Contractor shall have full control of the ways and means of performing the work which is the subject of this Agreement, and the Contractor, its employees, representatives or subcontractors shall, in no sense, be deemed employees of the Park District, it being specifically agreed that with respect to the Park District, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

b. The Contractor shall not assign, sublet or transfer any interest in this Agreement without written consent of the Park District. The Park District shall be entitled to approve all subcontractors. Nothing contained in the Contract Documents shall create a contractual relationship between the Park District and any third party; however, it is understood and agreed that the Park District is an intended third-party beneficiary of all contracts, subcontracts, and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Agreement in its respective subcontracts.

c. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. However, it is understood and agreed that the Park District is an intended third-party beneficiary of any and all Subcontracts and of the agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Contract into any Subcontracts, supply agreements and purchase orders.

d. The parties hereto agree that the governing law for this Agreement shall be the laws of the State of Illinois, and that jurisdiction for any disputes between them shall be proper only in the state and federal courts located in Cook County, Illinois.

e. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory defenses, immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all parties. The failure of claimant to enforce the provisions of this Agreement or require performance by the opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

f. All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District:

Berwyn Park District
3701 Scoville Ave.
Berwyn, IL 60402
Attention: Executive Director

If to Contractor:

As per Bid Submittal Form

g. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party to the agency of either party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each party.

h. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

i. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

**PARK DISTRICT:
BERWYN PARK DISTRICT**

By: _____
Cathay Fallon, Executive Director

Attest: _____
Its Secretary

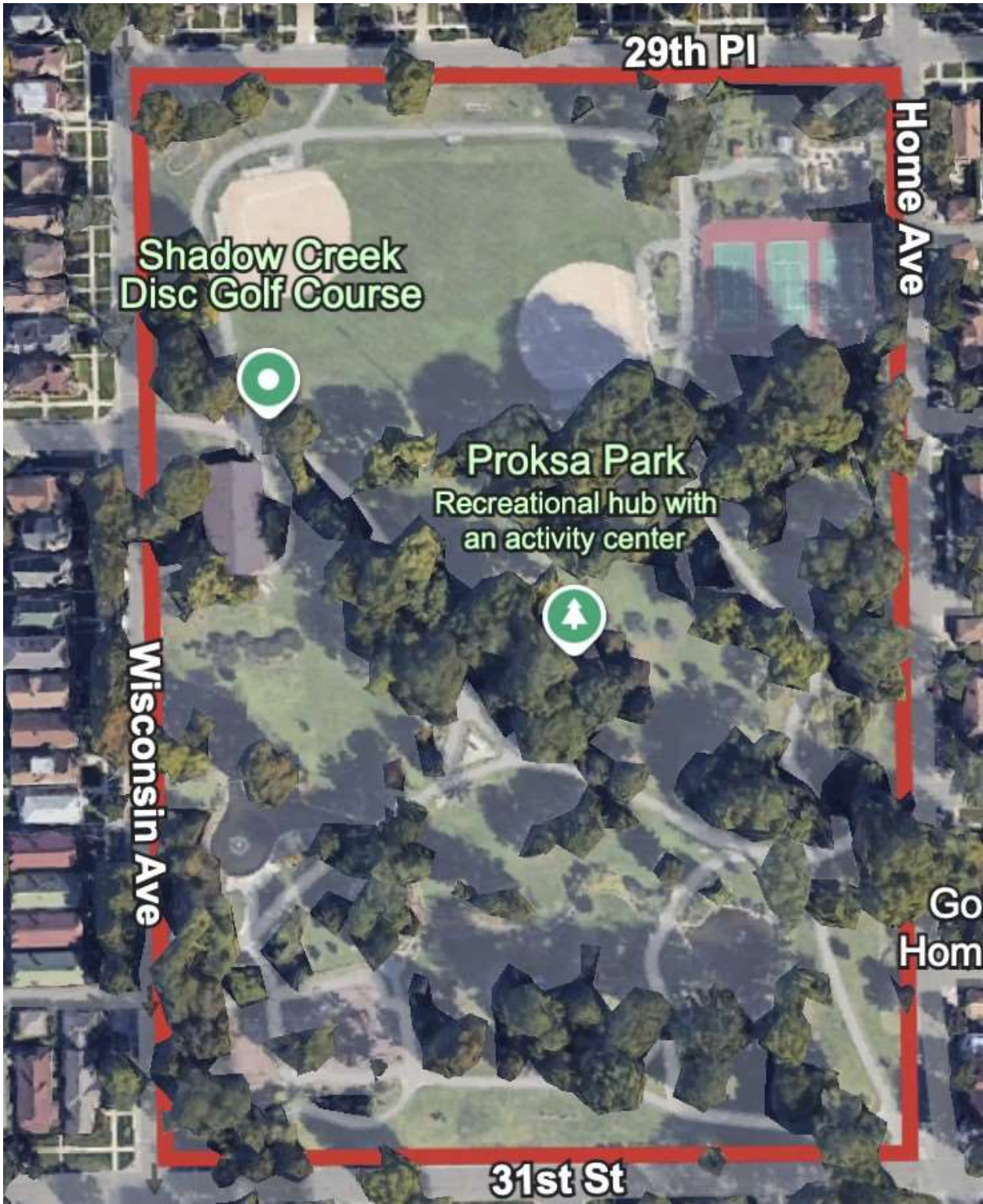
CONTRACTOR:

By: _____

Attest: _____
Its Secretary

APPENDIX A:

Mowing Boundaries



Proksa Park Mowing Boundary

Berwyn Park District
Grass Mowing Bid
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Freedom Park Mowing Boundary



Sunshine Park Mowing Boundary

Berwyn Park District
Grass Mowing Bid



Mraz Park Mowing Boundary



Serenity Park Mowing Boundary



Smirz Park Mowing Boundary



Hessler Park Mowing Boundary



34th and Oak Park Ave. Mowing Boundary