



WAUKEGAN PARK DISTRICT

2000 BELVIDERE ST. • WAUKEGAN, IL 60085-6172 • PHONE (847) 360-4711 • TTY (847) 662-3800 • WWW.WAUKEGANPARKS.ORG

April 10, 2017

Dear Prospective Contractor:

The Waukegan Park District is accepting quotes for **2017 Spring Tree Planting in Hinkston Park** in Waukegan, Illinois. Please review the enclosed/attached Request for Quotes. All work to be completed by **May 26, 2017**.

Please **return quotes via email by 12:00 p.m. on Wednesday, April 19, 2017 via email to tgirmscheid@waukeganparks.org** .

The successful contractor will also provide a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured.

In addition, contractor will be required enter into an agreement substantively similar to the agreement template included as Attachment A:

We appreciate your interest in the enclosed and welcome the opportunity to do business with you. I will be available to meet to answer any questions. If needed, you can reach me at tgirmscheid@waukeganparks.org or by phone at 847-360-4755. Or you can contact Scott MacLean at smaclean@waukeganparks.org or 847-360-4724.

Sincerely,

Tim Girmscheid
Manager of Planning Services

WAUKEGAN PARK DISTRICT

Request for Quotes 2017 Spring Tree Planting in Hinkston Park

Please see attached Scope of Work and Specifications for project details. Contractor shall achieve Final Completion of the Work on or before **May 26, 2017**.

In addition, contractor will be required enter into an agreement substantively similar to the agreement template included as Exhibit A:

Tree Species & Variety	Quantity	Tree Unit Price	Planting Unit Price	Line Total
Chinkapin Oak <i>Quercus muehlenbergii</i>	2	\$ _____.	\$ _____.	\$ _____.
White Oak <i>Quercus alba</i>	5	\$ _____.	\$ _____.	\$ _____.
Bur Oak <i>Quercus macrocarpa</i>	1	\$ _____.	\$ _____.	\$ _____.
Autumn Blaze Maple <i>Acer freemanii</i>	7	\$ _____.	\$ _____.	\$ _____.
Shagbark Hickory <i>Carya ovata</i>	3	\$ _____.	\$ _____.	\$ _____.
Quaking Aspen <i>Populus tremuloides</i>	6	\$ _____.	\$ _____.	\$ _____.
Redbud (15 gallon cont) <i>Cercis canadensis</i>	6	\$ _____.	\$ _____.	\$ _____.
TOTAL	30	\$ _____.	\$ _____.	\$ _____.

(PLEASE PRINT)

Name of Contractor _____

Company Name _____

Address _____

City/State/Zip _____

Email: _____

Phone Number _____ Fax _____

Signature _____ Date _____

Email to: Tim Girmscheid - tgirmscheid@waukeganparks.org.
Please identify as "2017 Spring Tree Planting in Hinkston Park".

WAUKEGAN PARK DISTRICT

Scope and Specifications 2017 Spring Tree Planting in Hinkston Park

1.01 SCOPE

The Contractor shall supply all materials, labor and equipment necessary for completion of the Work described in this section and in the following sections of the Specifications for Spring Tree Planting in Hinkston Park for the Waukegan Park District, Waukegan, Illinois 60085.

The Waukegan Park District seeks to plant trees in Hinkston Park (2.0-2.5 in. caliper, 12-14 ft. average height range except for Redbuds which are in 15 gallon containers), planting location and species to be determined by the District. Bidder shall provide a unit price to provide and install trees. This shall include, but is not limited to, excavation, planting and other materials and labor to complete the work.

1.02 COMMENCEMENT OF WORK

The Contractor shall meet with the Owner and present an outlined schedule of work and progress meetings to be completed within the time frame of the starting and the Completion dates.

It is the responsibility of the Contractor to obtain accurate utility location information from the appropriate sources and review it fully prior to planting. Contractor to have J.U.L.I.E. identifying locations as required to coordinate planting.

Prior to the start of work, the Contractor shall verify to his satisfaction that all utilities, both above and below ground, will not interfere or conflict with excavation or other essential activities.

Any detected conflict between existing structures, irrigation, paving, utilities, or other facilities and the work of the Project shall be called to the Owner's Representative's attention before proceeding with the work.

1.03 QUALITY ASSURANCE

The Contractor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work to be completed.

The Contractor shall use equipment adequate in size, capacity and numbers to accomplish the Work in a timely manner. Equipment shall be serviceable and shall not create unsafe conditions nor violate any codes, regulations or laws.

1.04 REFERENCED STANDARDS

American National Standards Institute, Inc. (ANSI): Z60.1 American Standard for Nursery Stock (Sponsor: American Association of Nurserymen).

1.05 DELIVERY AND PLANTING REQUIREMENTS

WAUKEGAN PARK DISTRICT

The Contractor will be responsible for coordinating delivery, installation, and maintenance of the trees until Substantial Completion is granted.

Transportation of Plant Materials: Plants transported to the project in open vehicles shall be covered with tarpaulins or other suitable covers securely fastened to the body of the vehicle to prevent injury to the trees.

The Owner's Representative shall approve locations of trees prior to planting. Failure to receive approval prior to planting will be cause for the Owner's Representative to request the planting locations be revised at no additional expense to the Owner.

All trees shall be nursery grown from a State Association Nursery.

Trees shall be free of physical damage such as scrapes, broken or split branches, scars, bark abrasions, sunscalds, fresh limb cuts, knots, or other defects. Trees shall be healthy and vigorous, free of disease, insect pests, and should have a well-developed root system.

Excavate planting holes with vertical sides. Depth should be no greater than depth of root ball. Do not disturb soil at bottom of planting holes. Make excavations wide enough to provide proper growth. Excavated material from planting holes can be used as backfill planting mixture provided it is free of heavy clumps and debris and if necessary, amended with part topsoil or part compost provided it is approved by the Owner's Representative.

Tree shall be placed in a position exactly vertical and at the depth where the root flare is at or slightly above the finished grade. Soil shall be worked carefully into voids and pockets, tamping lightly every 6 in. Ropes or strings on top of ball shall be cut and shall be pulled back. Wire cages may remain, however cut off or bend back top of basket so 3" below grade. Natural burlap or cloth wrapping shall be left intact around ball except that portion of wrap that are exposed at top of ball and shall be turned under and buried. Non-biodegradable ball wrapping shall be totally removed from ball and planting pit, and all tree tag materials removed.

After planting, remove sod to form a **3' tree ring radius**.

1.06 PRUNING, MULCHING AND WATERING

Each tree shall be pruned in accordance with standard horticultural practice to preserve the natural character of the plant and in the manner fitting its use in the landscape design.

All dead wood or suckers and all broken or badly bruised branches shall be removed.

All trees shall be heavily watered after installation by the **Contractor**.

All tree rings shall be covered with a layer of double grind shredded mulch by the **Contractor**.

1.07 CLEANING

Contractor shall perform cleaning during installation of the work and upon completion of the work. Excess excavation material shall be stock piled on site for Owner to remove. Repair any turf damage resulting from planting operations.

ATTACHMENT A
TEMPLATE AGREEMENT FOR 2017 SPRING TREE PLANTING IN HINKSTON PARK

This Agreement for 2017 Spring Tree Planting in Hinkston Park (the "Agreement") is made this ___ day of _____, 2017, by and between the Waukegan Park District, an Illinois park district ("Park District") and _____, an Illinois corporation ("Contractor"). Park District and Contractor are hereinafter sometimes collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

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

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work in Hinkston Park, 810 North Baldwin, Waukegan, Illinois 60085 ("Project Site"): 2017 Spring Tree Planting in Hinkston Park, and all other and incidental and collateral work necessary to properly complete the project (the "Work"), as more fully described in the Scope of Work attached hereto and incorporated as part of this Agreement as **Exhibit A** ("Scope of Work"), and as indicated in Contractor's Proposal, dated _____, 2017, attached to and incorporated as part of this Agreement as **Exhibit B** ("Contractor's Proposal").

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor; the **Request for Quotes** Dated April 7, 2017, attached to and incorporated as part of this Agreement as **Exhibit A**; Contractor's Proposal dated _____, attached to and incorporated as part of this Agreement as **Exhibit B**; Contractor's Compliance and Certifications Attachment and Substance Abuse Prevention Program Certification, attached to and incorporated as part of this Agreement as **Exhibit C**; Insurance and Indemnification Requirements, attached to and incorporated as part of this Agreement as **Exhibit D**; and any modifications issued after the execution of this Agreement.

3. Commencement of Work and Final Completion

Contractor shall commence the Work immediately upon receipt of a Notice to Proceed issued by the Park District for the Work. Contractor shall achieve Final Completion of the Work on or before **May 26, 2017**.

4. Performance and Supervision of Work

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 Site. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

5. Intentionally Omitted

6. Contract Sum

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement as follows: Lump Sum of _____ Dollars and _____ Cents (\$_____).

The foregoing Lump Sum payment includes the following alternates, if any: N/A

7. Payment

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of: a) a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice; b) Contractor's and all subcontractor's waivers of liens to date for all labor and materials used in the Work; and c) Contractor's affidavit, containing such information to comply with the Illinois Mechanics Lien Act (770 ILS 60/0.01 *et seq.*) and showing in detail the sources of all labor and materials used on the Work, including names and addresses of subcontractors and materials suppliers, amounts paid to each, together with all other documents as shall be necessary, in the sole judgment of the Park District, to waive all claims of liens to date and comply with all applicable state and local laws. All waivers of lien shall include a representation by the Contractor that all labor has been paid in accordance with Illinois prevailing wage laws and all materials have been taken from fully paid stock and transported to the job site in the Contractor's own vehicles or supporting waivers of lien from material suppliers and transporters are attached.

Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

8. Cleaning Up

Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials. Contractor shall clean up and keep all streets, sidewalks and other public ways used

for access to the Project Site free from accumulation of spillage of fill or soils or other materials caused by operations under the Contract Documents. Contractor shall strictly comply with all laws and regulations pertaining to same and shall be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

9. Warranty; Correction of Work

Contractor warrants to the Park District that: (1) materials and equipment furnished under the Contract Documents will be new and of good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Park District and delivered to the Park District upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in this Agreement or elsewhere in the Contract Documents, all warranties shall become effective on the date of Final Completion of the entire Work, and shall run for a twelve (12) month period, unless a longer period is provided for by law. Where warranties overlap, the more stringent requirement shall govern.

Contractor shall correct any portion of the Work deficiently or defectively performed, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one year after delivery and acceptance of the Work by the Park District, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by the Contractor or subcontractors contrary to the Park District's request or to requirements specifically expressed in the Contract Documents and was therefore not visible for inspection by the Park District at the time the Work was performed.

10. Safety of Persons and Property

- A. 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 and other persons who may be affected thereby;
 - 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 or sub-subcontractors; and
 - iii. other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- B. 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.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.
- F. Contractor shall designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents and general workplace safety. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Park District.

11. Termination

- A. The Park District may, at any time, terminate the Agreement 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. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for

the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

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

(i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure.

(ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit or creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the Agreement shall automatically terminate.

Upon termination of this Agreement for any reason, 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.

12. Insurance

Contractor will procure and maintain the insurance coverages provided in **Exhibit D**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

13. Indemnification

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit D**.

14. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in the Contractor's Compliance and Certifications Attachment. 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.

15. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Lake County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, 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 this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. 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.

16. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

17. No Third Party Beneficiary

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. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities

and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

18. No Waiver

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 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.

19. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

20. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

21. Notices

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 addressees:

If to Park District:

Waukegan Park District
2000 Belvidere Street
Waukegan, IL 60085
(Fax) 847-244-8270
Attention: Executive Director

If to Contractor:

22. Entire Agreement; No Amendment

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.

23. Headings

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.

24. Severability

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.

25. No Waiver of Tort Immunity Defenses

Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WAUKEGAN PARK DISTRICT

By: _____

By: _____

Its: _____

Its: _____