



WAUKEGAN PARK DISTRICT

1324 GOLF ROAD • WAUKEGAN, IL 60087-4831 • PHONE (847) BIG-PARK • PHONE (847) 244-7275 • WWW.WAUKEGANPARKS.ORG

March 14, 2019

Dear Prospective Contractor:

The Waukegan Park District is accepting quotes for:

2019/20 CONTRACTUAL MOWING SERVICES AT VARIOUS PARKS.

Please note the **quotes are due Thursday, March 28, 2019 at 10:00 a.m.** The quotes will be accepted via email to kdeboer@waukeganparks.org or to Parks Maintenance Facility at 2211 Ernie Kruger Circle, Waukegan, IL 60087.

A pre-quote meeting will be held at the Parks Maintenance 2211 Ernie Krueger Circle, Waukegan, Illinois, at 10:00 a.m. Thursday, March 21, 2019. This meeting will be used to review the Specifications and give any Contractors the opportunity to discuss any concerns. **Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.**

We appreciate your interest in the enclosed and welcome the opportunity to do business with you. If you have any questions or would like to meet at any of the sites, feel free to contact me at (847)360-4719 or by email at kdeboer@waukeganparks.org.

Sincerely,

Kristy De Boer

Kristy De Boer
Park Planner

KDB/kdb

Enclosure: 1

**REQUEST FOR QUOTES:
CONTRACTUAL MOWING SERVICES AT
VARIOUS PARKS**

MARCH 2019



**WAUKEGAN PARK DISTRICT
2211 ERNIE KRUEGER CIRCLE
WAUKEGAN, ILLINOIS 60087
(847) 360-4725**

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I. PERFORMANCE SPECIFICATIONS

1. SCOPE OF WORK

The Waukegan Park District intends to contract the mowing, trimming, edging and trash and debris pickup operations for sites as specified in the Proposal Form and agreed to by the District. The Park District reserves the right to remove or add sites to the agreement based on existing budget. All equipment, materials and labor that may be necessary to complete the work implied or intended in the written specifications and drawings for providing contractual mowing services shall be furnished and/or installed without extra cost to the Owner. **Mowing shall be on Wednesday or Thursday of each week with Friday as a backup day. Mowing shall be done within the specified working hours to comply with the City Noise Ordinance. Mowing will occur weekly between May 6, 2019 and November 1, 2019; and/or any accepted Optional Period which is a total of 26 weeks. Waukegan Park District reserves the right to cancel turf mowing services during drought periods. Services skipped due to drought or excessive rainfall may be added to a different week of service or added on to the end of the contract at the discretion of the Manager of Parks Maintenance. Mowing services are not to occur on the following holidays: Memorial Day, Independence Day, and Labor Day.**

Contractor guarantees to use an adequate number 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 examine the locations of the proposed work and determine each in his own way, the difficulties which may be encountered in the execution of the work. No additional claims for compensation will be considered due to unknown conditions.

2. TRASH AND DEBRIS PICKUP

The Contractor shall, prior to the mowing of any site, police the entire area and pickup all trash, glass and debris. No litter of any type shall be mowed so as to detract from the site. Contractor must clean up the site again should any debris be hit by mowers.

Debris such as light branches and twigs shall be cleaned up by the Contractor. However, any heavier branches or limbs, downed by storms or other causes, shall be the responsibility of the Waukegan Park District.

3. MOWING

Mowers shall be set to cut the grass at 3 inches (i.e. mower settings should depend upon terrain being mowed to a final grass height of 3 inches). Manager of Park Maintenance shall have the right to check equipment for compliance. **Type of mower:** Contractor shall use

rotary type, not flail or “bush hog” type.

4. TRIMMING

Trimming around permanent objects such as trees, shrubs, fences, play equipment, signs and other objects so deemed by the Park District, shall be done with suitable equipment **to keep the grass at the same height as the rest of the turf surfaces**. Great care shall be taken by the contractor so as not to damage either plant material(i.e. flowers, trees, etc.) nor hard surfaces with any types of trimming equipment used.

5. SIDEWALK EDGING

All concrete sidewalks on site having turf along their edges shall be edged using a gas-powered edger with a metal blade; **no weedeater edging will be allowed**. The edge shall be no less than 3/8 inch nor more than 5/8 inch in width with a minimum depth of two (2) inches. All debris shall be removed from the turf and sidewalk upon completion of the edging operation. Sidewalks shall be edged a minimum of **every other week** or more often if necessary at the discretion of the contractor. Sidewalk edging procedures will be reviewed by the Park District within the first two weeks of the contract.

6. PLANTING BEDS AND TREE RINGS

All planting beds (i.e. annual, perennial, shrub, tree ring, sign) shall be kept free of weeds. In addition, all planting beds and tree rings must have well-defined edges that provide a crisp definition between turf and planting bed. Weeding may be done using a combination of mechanical, manual and chemical methods. Damage to plants due to weed control or blossom removal will not be acceptable.

Planting bed maintenance shall also include maintenance of all mulched tree rings on site. Rings shall be kept weed free and all suckers shall be removed from the base of the tree. The Park District shall provide the mulch for the tree rings should additional amounts be needed.

Special Note: Before chemical control methods can be used, the Park District must be in receipt of copies of licenses of all workers who will be applying said chemicals. Contractor agrees to follow all applicable state and federal pesticide laws. Noncompliance with this section can result in immediate termination of the contract. Contractor is required to provide Park District with a label from any applied chemicals and must furnish Park District with a Safety Data Sheet for the product(s). Use of pesticides must be documented per location and amounts applied including mix ratio on the Contractual Mowing Services Checklist (sample attached).

7. LEAF MULCHING

On or about October 1st, the contractor should adjust their mowing operations to also mulch leaves. Mulched leaf material will remain on site. All leaves shall be blown or raked from

playgrounds, pathways, tree rings and bedding to turf areas where they shall be mechanically mulched. Mulched leaves shall be uniform and distributed on turf areas in a manner that does not readily show piles or areas that are excessively dense.

8. FINAL APPEARANCE

Mowing patterns shall be such that the clippings are evenly distributed, not windrowed into noticeable deposits. Grass clippings need not to be collected by the Contractor. However, they shall not be allowed to accumulate on areas such as pathways, sidewalks, basketball courts, play areas, etc. Mowing patterns shall be established and equipment operated so that the height of cut is uniform and no scalping occurs. Trees, shrubs and other plants shall not be “barked” by running into them with the mowing equipment.

9. SAFE USE OF EQUIPMENT

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

All guards and shields shall remain in place on equipment to protect the worker and the public.

Mow/trim in such a manner that any debris is being thrown away from any park patrons, vehicles and equipment/etc. that may be present at the site.

SPECIAL NOTE: Failure to comply with this section in particular can result in termination of contract.

10. PUBLIC CONTACT

On occasion, the Contractor’s employees may be contacted in some manner by residents/users of the park and its environs. The employees shall be instructed to inform citizens to direct their comments or questions to the Waukegan Park District Parks Department by calling 847-360-4725.

11. EQUIPMENT CONDITION

Equipment shall be kept in good, safe operating condition with sharp blades so that grass is cut properly. Equipment shall be kept in such condition that gas and/or oil are not leaked onto grass surface. Equipment shall not be fueled or oiled in grass area. Equipment shall be moved to a hard surface area for this function.

Lock automotive-type vehicles and other mechanized or motorized construction equipment when parked and unattended. Park on public streets.

12. FAILURE TO PERFORM

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

13. PROOF OF INSURANCE

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

14. LENGTH OF CONTRACT

This contract shall cover the period of time from May 6, 2019 until November 1, 2019. This is a total of 26 weeks. (Unless an Optional Proposal is accepted). **Services skipped due to drought or excessive rainfall may be added to a different week of service or added on to the end of the contract at the discretion of the Manager of Parks Maintenance.** At the District's discretion, the contract may be extended for a second and/or third year at the proposed contract prices listed on the Proposal Form

15. METHOD OF PAYMENT

Payment will be once a month based upon submittal of complete invoices. The contractor shall submit a statement to the Waukegan Park District by the tenth (10th) of every month. This statement shall include information regarding pesticide application as well as the "Contractual Mowing Services Checklist" (see attached sample) provided by the District for the month showing all work done during the billing period.

Sites shall be visited once per week unless direct otherwise by the Manager of Parks Maintenance. Contractors shall only charge for actual site visits. The Waukegan Park District is a tax-exempt municipality.

15. GENERAL NOTES ON SPECIFICATIONS

The Contractor agrees to provide a competent foreman or supervisor who possesses good command of the English language at all times when the Contractor provides the services under this Contract. The name of the foreman or supervisor shall be provided to the Park District in writing, complete with phone number for Park District use in the event of emergency situations.

The Contractor's employees at all times shall be courteous and present a neat and clean

appearance and shall wear identifiable work garments and identification to indicate that they are employed by the Contractor.

The Contractor will be expected to conduct random quality service inspections with a representative(s) of the Park District to ensure total control over every facet of services as outlined in these specifications.

The Contractor shall report any hazards such as vandalism or graffiti to the Waukegan Park District Parks Department at 847-360-4725.

All work shall be performed by a qualified Contractor and/or subcontractor whose primary business is turf and landscape maintenance. The Contractor and/or subcontractor shall submit a list of a minimum of three (3) previous contractual mowing service projects completed by their company. The Contractor shall have been in the contractual mowing service business for a minimum of five (5) years. See the attached IV. Qualification Form.

II. SUMMARY OF WORK AND CONDITIONS

DESCRIPTION SUMMARY OF THE WORK

Contractual mowing services at the following park sites shall occur **weekly** unless directed by the Manager of Parks Maintenance:

1. Arbor Park – 1151 Pleasant Hill Gate
2. Country Lane – 3353 North Country Lane
3. Diversity Park – 4499 W. Hill Avenue
4. Fireman's Park – 2115 Dover Road
5. Graham Park – 3935 Bertrand Lane
6. Park in the Glen – 2675 W. Lucia Avenue
7. Rudd Farm Park – 1645 South Falcon Drive
8. Serenity Park – 1561 S. Candlestick Way
9. Yorkhouse Property – 14845 Yorkhouse Road, Wadsworth

Contractual mowing services at the following park sites shall occur **bi-monthly** unless directed by the Manager of Parks Maintenance:

1. Airport Park – Intersection of Newcastle Road and Winhaven Drive
2. Bonnie Brook North Caddy Lot – North of houses 2930 E. Bonnie Brook Lane and 2930 N. Lewis Avenue
3. Brookside Property – East of house 2721 Brookside
4. Joe Sisolak Park – 505 Blanchard Road
5. Stewart and Ridgeland Park – access point located between 303 – 311 Stewart
6. Stonegate and Devonshire – 3325 Devonshire Road and 3321 Bristol Road

CONTRACTOR USE OF PREMISES

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

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

Keep existing driveways and entrances serving the parks clear and available at all times. Do not use for parking (One lane must be open to traffic at all times).

Take every precaution against injuries to person(s) or damage to property.

QUALITY OF MATERIALS AND WORKMANSHIP

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

SUBCONTRACTORS AND SUPPLIERS

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

CHANGES

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

LAW COMPLIANCE

Each and every contractor and subcontractor performing work at the individual park site shall comply with applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

III. INSURANCE AND INDEMNIFICATION REQUIREMENTS SERVICE AGREEMENTS

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

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 \$1,000,000 each occurrence, and two million (\$2,000,000) annual aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or at the Park District's sole option on a more current ISO form or a substitute form providing at least 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 shall be included as an insured 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 the 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 the 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 \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

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

injury by disease.

If Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish 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 Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested.

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

Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this Agreement at Park District's option.

Contractor shall provide certified copies of all insurance policies required above within 10 days of 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. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the 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.

5. 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.

E. Indemnification

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

IV. PROPOSAL FORM

QUOTE FOR:

Providing weekly Contractual Mowing Services for: Arbor Park, Country Lane Park, Diversity Park, Fireman's Park, Graham Park, Park in the Glen, Rudd Farm Park, Serenity Park, and Yorkhouse Farm Property. **Providing bi-monthly Contractual Mowing Services for:** Airport Park, Bonnie Brook North Caddy Lot, Brookside Property, Joe Sisolak Park, Park in the Glen, Stewart and Ridgeland, and Stonegate and Devonshire.

	Park	Acres	Service type	Price for Visit	Pricing Year 1	Pricing Year 2	Pricing Year 3
1.	Airport	5.23	Weekly				
2.	Arbor	1.59	Bi-Monthly				
3.	Bonnie Brook North Caddy Lot	1.25	Bi-Monthly				
4.	Brookside Property	0.17	Bi-Monthly				
5.	County Lane	2.74	Weekly				
6.	Diversity	0.83	Weekly				
7.	Fireman's		Weekly				
8.	Graham	0.72	Weekly				
9.	Joe Sisolak	6.29	Bi-Monthly				
10.	Park in the Glen	1.68	Weekly				
11.	Rudd Farm	3.70	Weekly				
12.	Serenity	2.67	Weekly				
13.	Stewart & Ridgeland	2.15	Bi-Monthly				
14.	Stonegate & Devonshire	0.20	Bi-Monthly				
15.	Yorkhouse Farm	6.7	Weekly				
				Total =	\$	\$	\$

In submitting this quote, it is understood that the Owner reserves the right to reject or modify any and all quotes and to waive any informalities.

Contractor acknowledges to have reviewed Performance Specifications with related documents and having visited the site of the proposed Work, and being familiar with all of the existing conditions and limitations surrounding the proposed Contractual Mowing Services.

For completion of all Contractual Mowing Services as shown on the maps and specifications, the Contractor agrees to perform all work for the following sum:

1. **2019 CONTRACTUAL MOWING SERVICES IN VARIOUS PARKS FOR THE WAUKEGAN PARK DISTRICT MAY 6, 2019 – NOVEMBER 1, 2019**
2. **OPTIONAL 2020 CONTRACTUAL MOWING SERVICES IN VARIOUS PARKS FOR THE WAUKEGAN PARK DISTRICT MAY 4, 2020 – OCTOBER 31, 2020:**
3. **OPTIONAL 2021 CONTRACTUAL MOWING SERVICES IN VARIOUS PARKS FOR THE WAUKEGAN PARK DISTRICT MAY 3, 2021 – OCTOBER 29, 2021:**

IF AWARDED THE CONTRACT, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK COVERED BY THIS PROPOSAL FROM MAY 6, 2019 TO NOVEMBER 1, 2019; UNLESS OPTION 2 OR 3 IS APPECTED, IN WHICH CASE THE UNDERSIGNED AGREES TO COMPLETE ALL WORK COVERED BY THIS PROPOSAL FROM MAY 4, 2020 TO OCTOBER 31, 2020 OR MAY 3 2021 TO OCTOBER 29, 2021.

**QUOTES ARE DUE ON MARCH 28, 2019 AT 10:00 A.M. VIA EMAIL TO
KDEBOER@WAUKEGANPARKS.ORG**

(PLEASE PRINT)

CORPORATE SEAL

Firm Name

Address

City State Zip

By: _____

Signature _____

Phone

Email

Title

Date

CONTRACTOR IS REQUIRED TO FURNISH THE WAUKEGAN PARK DISTRICT WITH A CERTIFICATE OF INSURANCE PRIOR TO START OF WORK

V. QUALIFICATION FORM

BIDDER QUALIFICATION

Bidder Name

Address

City

State

Zip

Telephone Number

Email

Number of years in business under this name: _____

List three (3) clients from the past five (5) years which are similar in scope to the Contractual Mowing Services for the Waukegan Park District. Include client's name, cost and contact person with phone number.

Client Name _____

Description of Work _____

Project Cost _____ Contact Person _____ Phone Number _____

Client Name _____

Description of Work _____

Project Cost _____ Contact Person _____ Phone Number _____

Client Name _____

Description of Work _____

Project Cost _____ Contact Person _____ Phone Number _____

VI. SERVICES CHECKLIST, LOCATION AND PARK MAPS

WAUKEGAN PARK DISTRICT
WEEKLY CONTRACTUAL MOWING SERVICES CHECKLIST

COMPANY: _____ **MONTH:** _____

EMPLOYEES: _____

**REPORT ANY HAZARDS TO RAFAEL AYALA
 MANAGER OF PARK MAINTENANCE
 WAUKEGAN PARK DISTRICT
 PARKS DEPT. 847-360-4753**

LITTER CLEAN UP
 ALL TRUF AREAS
 MOWED/TRIMMED
 SIDEWALKS & BLOWN-OFF
 FENCE LINE WEED-
 WHIPPED
 TREE RINGS
 EDGED & BAKED
 BENCHES WEED-
 WHIPPED
 SHEDS/TERBUILDIN
 GS WEED-WHIPPED
 MOW UNDER
 BLEACHERS
 SIGN POSTS WEED-
 WHIPPED

	DATE	TIME IN	TIME OUT																COMMENTS
ARBOR PARK																			
COUNTRY LANE PARK																			
DIVERSITY PARK																			
RUDD FARM PARK																			
SERENITY PARK																			
YORHOUSE ROAD PROPERTY																			

SIGNATURES: _____ **SUPERVISOR ATTEST:** _____

3.8.19 RA

WAUKEGAN PARK DISTRICT BIMONTHLY CONTRACTUAL MOWING SERVICES CHECKLIST

COMPANY: _____ **MONTH:** _____

EMPLOYEES: _____

**REPORT ANY HAZARDS TO RAFAEL AYALA
MANAGER OF PARK MAINTENANCE
WAUKEGAN PARK DISTRICT
PARKS DEPT. 847-360-4753**

LITTER CLEAN UP
ALL TRUF AREAS
MOWED/TRIMMED
SIDEWALKS EDGED
& BLOWN OFF
FENCE LINE WEED-
WHIPPED
TREE RINGS EDGED
& BAKED
BENCHES WEED-
WHIPPED
SHELTER/BUILDIN
GS MOWED/WHIPPED
MOW UNDER
BLEACHERS
SIGN POSTS WEED-
WHIPPED

[illegible]

SIGNATURES: _____

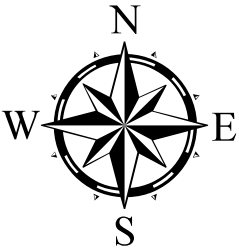
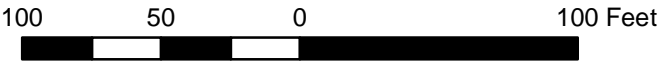
SUPERVISOR ATTEST: _____

3.8.19 RA



Airport Park

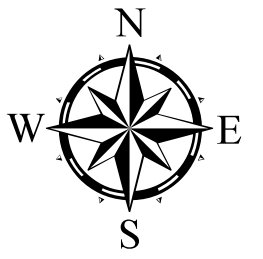
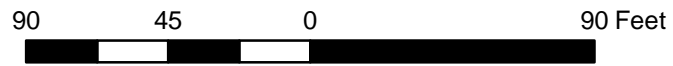
Intersection of Newcastle Road and Winhaven Drive





Arbor Park

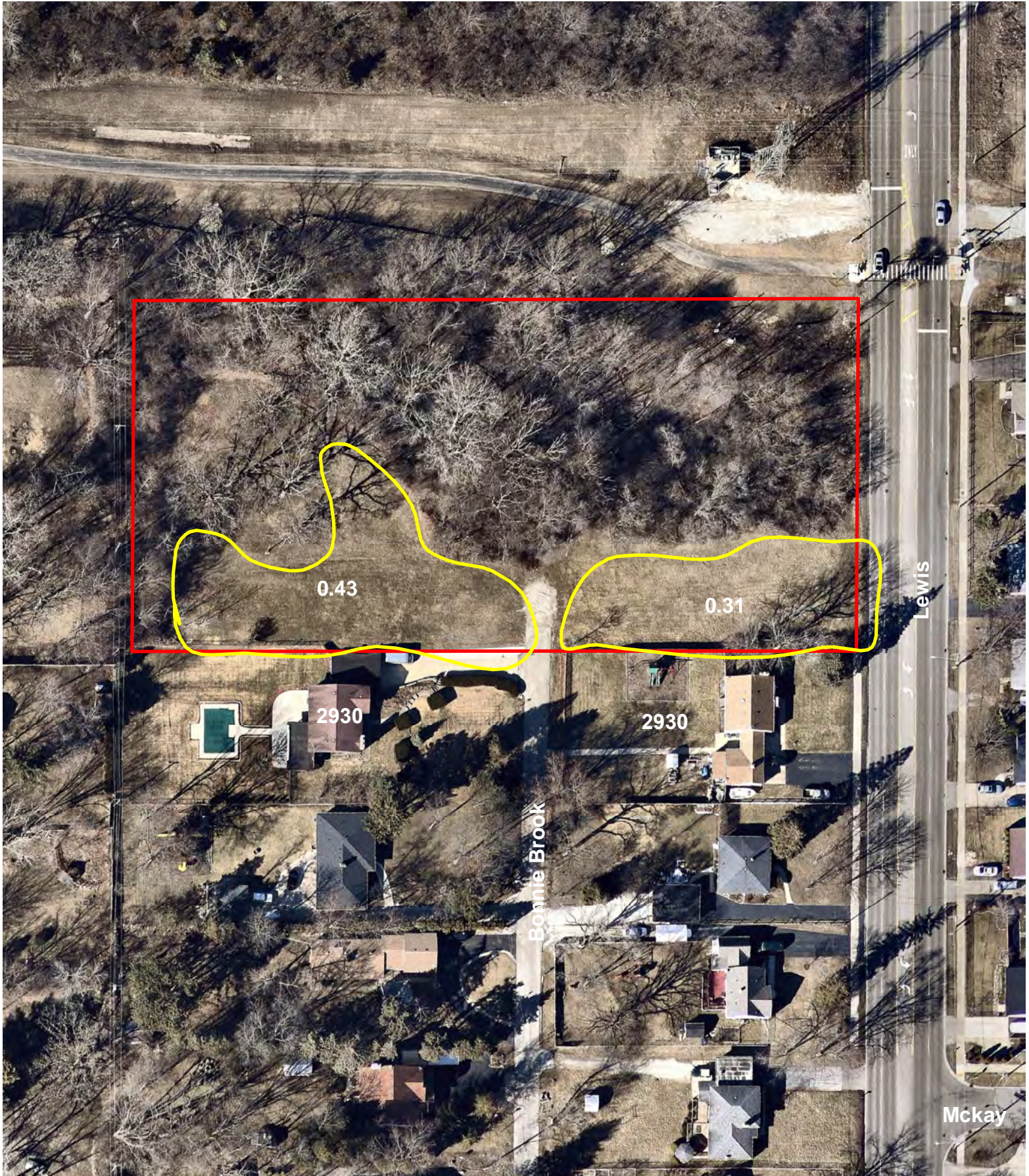
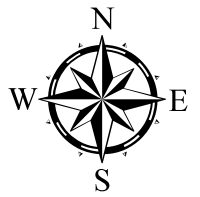
1151 Pleasant Hill Gate





Bonnie Brook North Caddy Lot

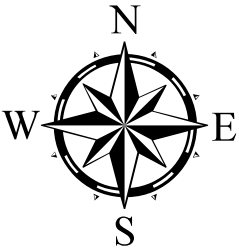
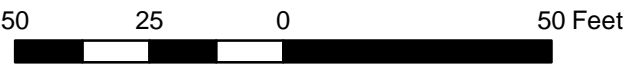
Lots north of 2930 N. Lewis Avenue & 2930 E. Bonnie Brook Lane





Undeveloped - Brookside and Evergreen

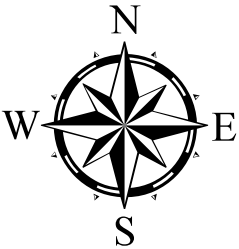
Property East of House 2721 Brookside





Country Lane Park

3353 North Country Lane





Diversity Park

4499 W. Hill Avenue

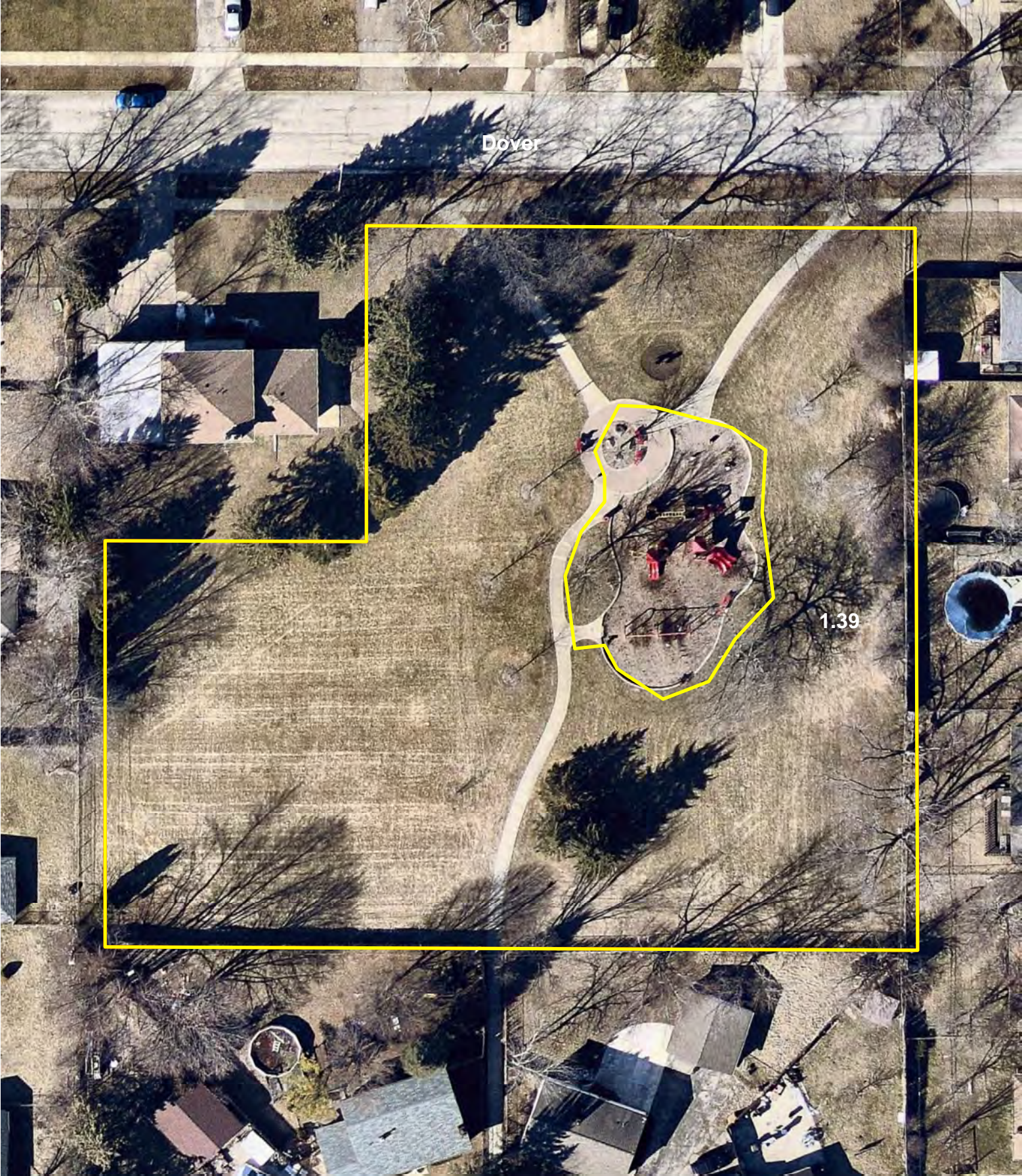
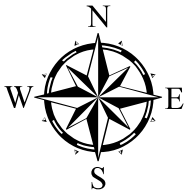




Firemans Memorial Park

2115 Dover Road

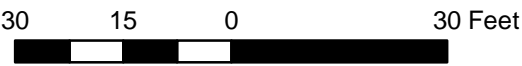
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Graham Park

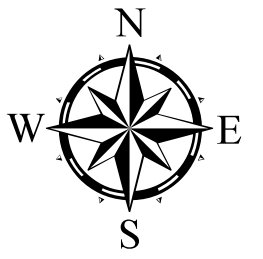
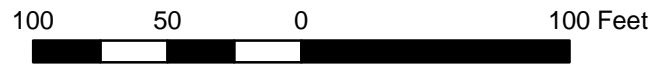
3935 Bertrand Lane





Joe Sisolak Park

505 Blanchard Road

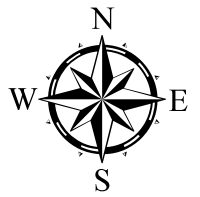




Park in the Glen

2675 W. Lucia Avenue

60 30 0 60 120 Feet

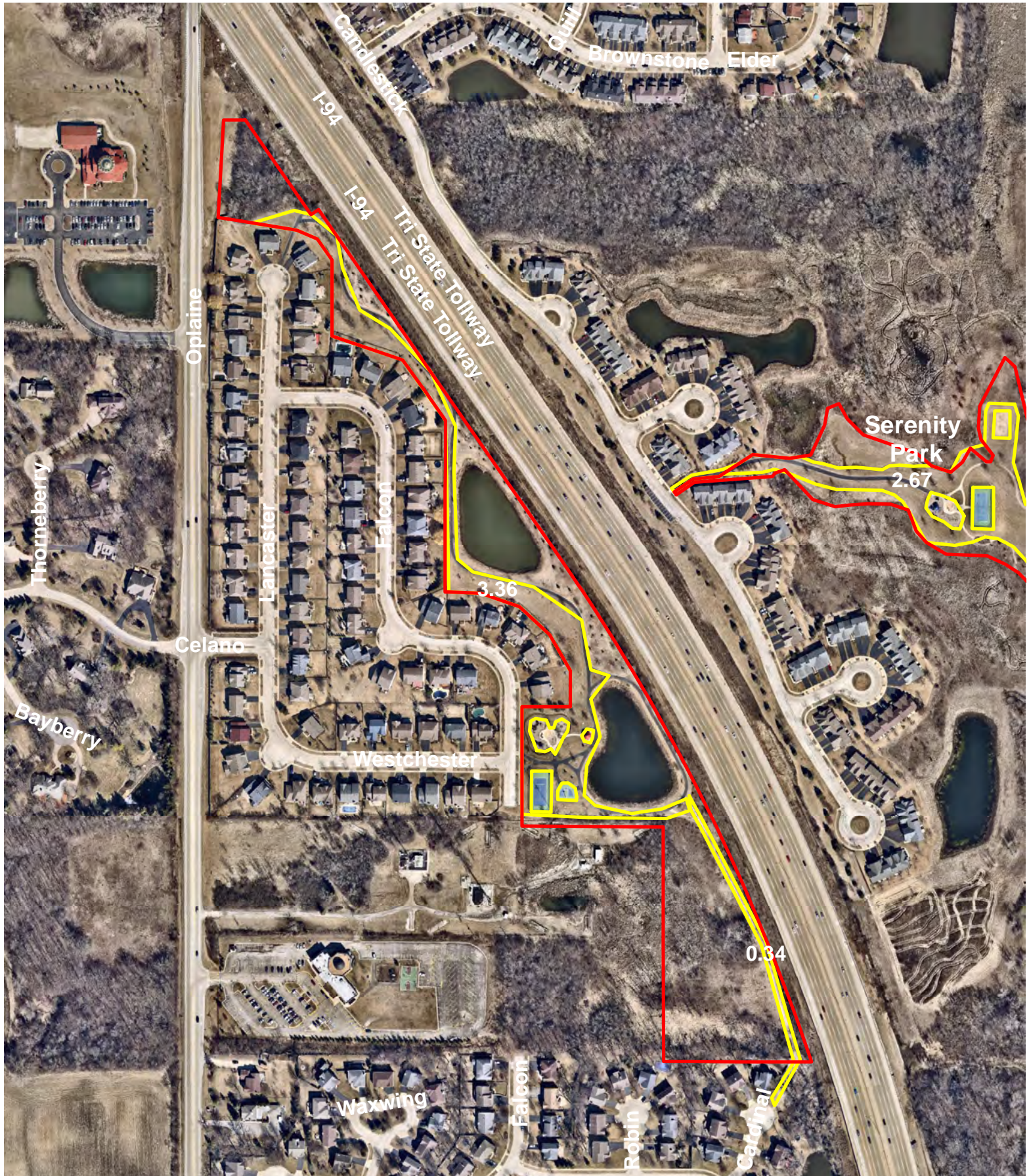
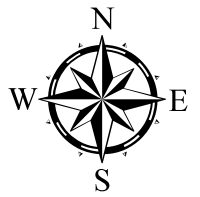




Rudd Farm Park

1645 South Falcon Drive

180 90 0 180 360 Feet

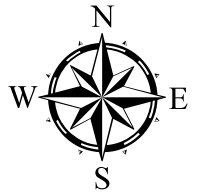




Serenity Park

1561 S. Candlestick Way

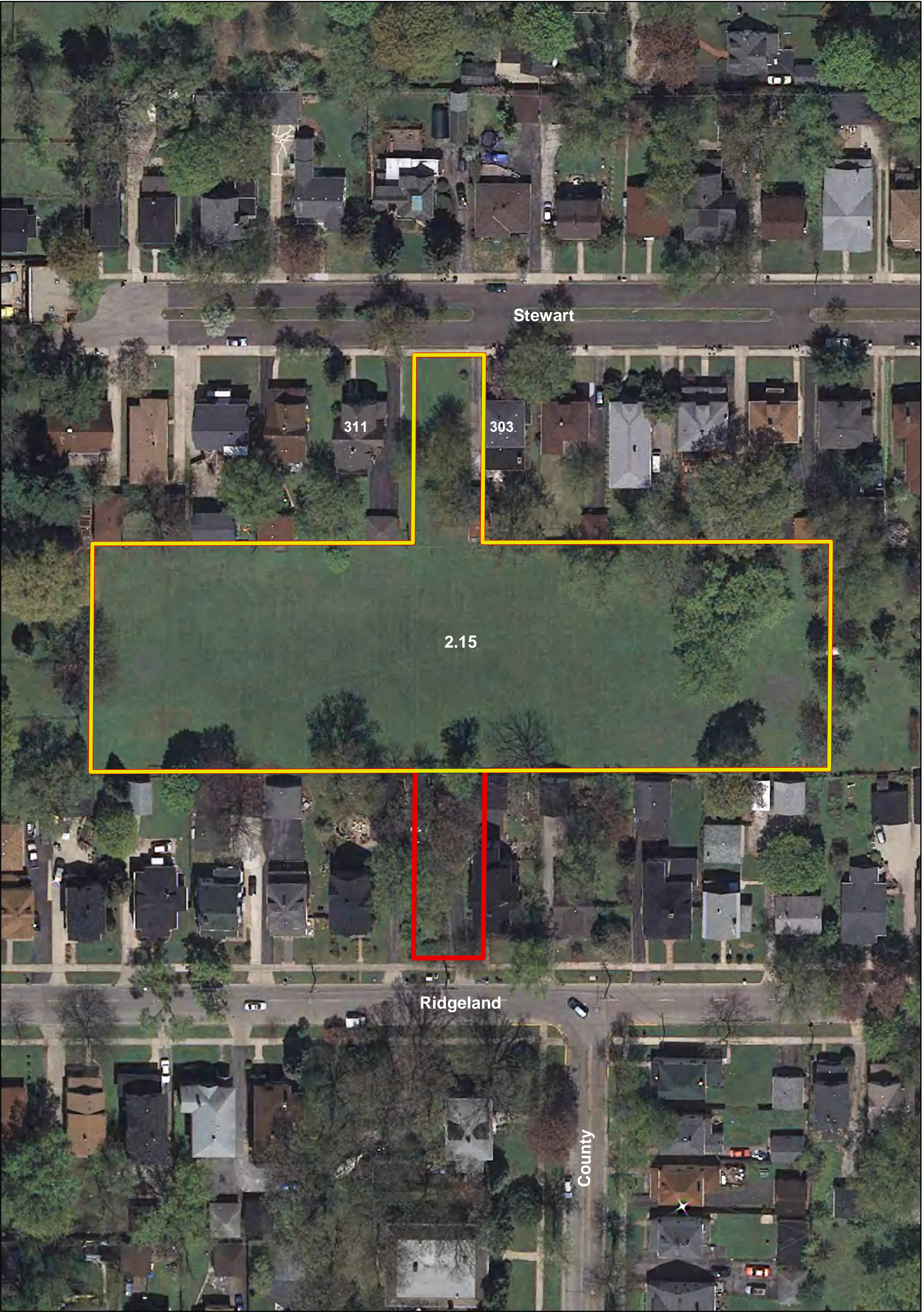
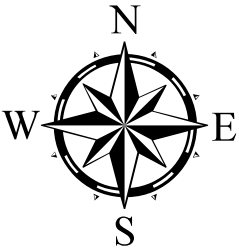
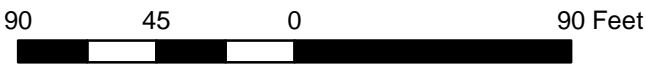
90 45 0 90 180 Feet





Undeveloped - Stewart and Ridgeland

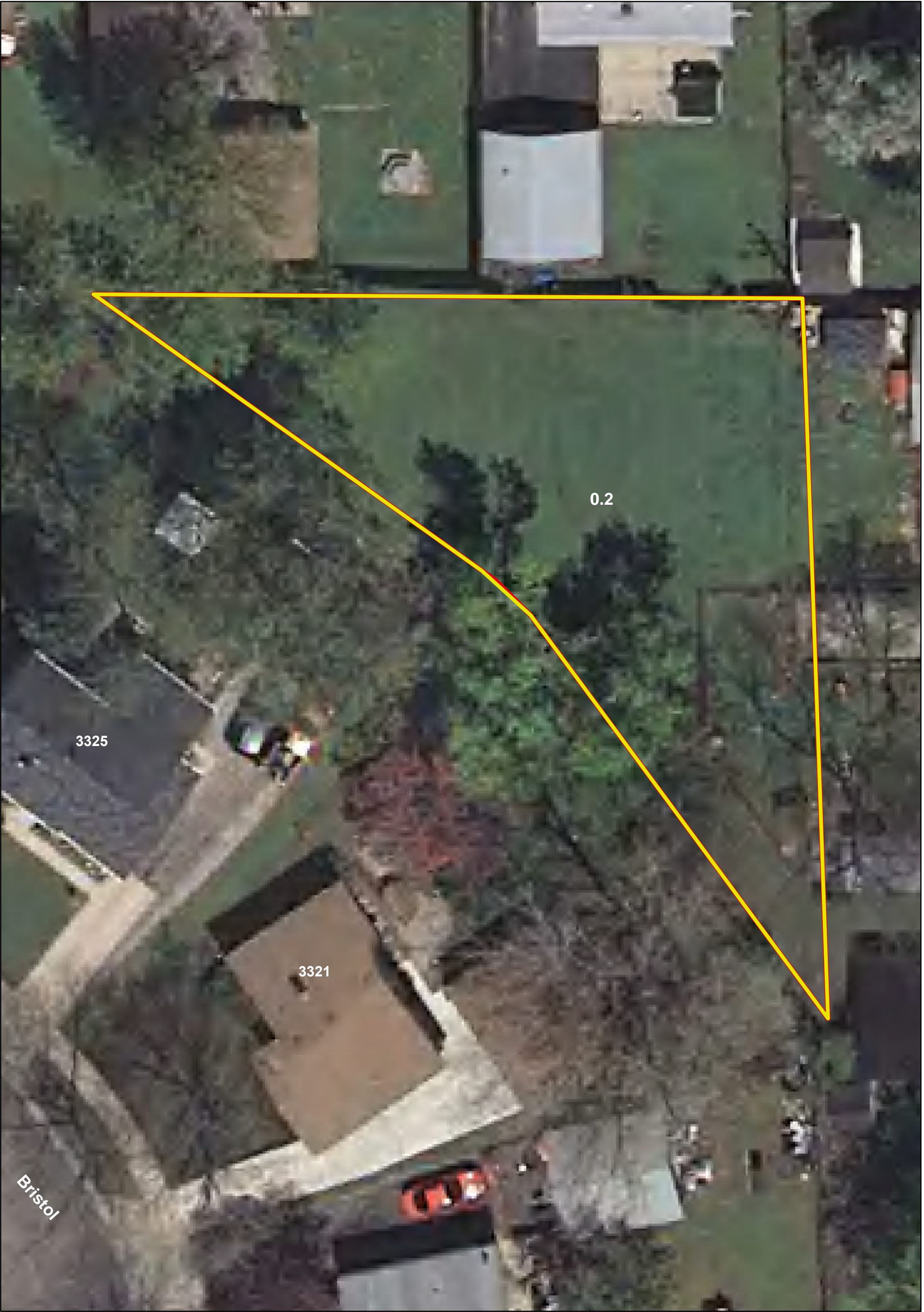
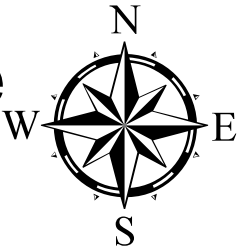
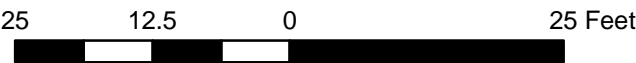
Easement access between homes 303 - 311 Stewart





Undeveloped - Stonegate and Devonshire

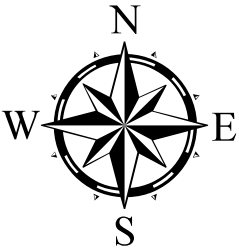
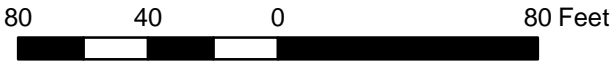
Easement access between homes 3321 - 3325 Bristol





Undeveloped - Yorkhouse Road

14845 Yorkhouse Road, Wadsworth



MAINTENANCE SERVICES AGREEMENT

This Maintenance Services Agreement ("Agreement") is made and entered into this ____ day of _____, 2019, by and between Waukegan Park District, an Illinois park district and unit of local government ("Park District"), and **Company Name**, an Illinois corporation (the "Contractor"). The 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: maintenance services at **Park Name, Address** Waukegan, IL 60087 ("**simple project site name**"), as indicated in Contractor's proposal dated **Month 25, 2019** (the "Work"), attached to and incorporated as part of this Agreement as **Exhibit B**.

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor; the **Documents/Specifications: 2019** _____, attached to and incorporated as part of this Agreement as **Exhibit A**; Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit B**; **Contractor's Compliance and Certifications Attachment**, attached to and incorporated as part of this Agreement as **Exhibit C**; **Insurance and Indemnification Requirements and Contractors Certificate(s) of Insurance**, attached to and incorporated as part of this Agreement as **Exhibit D**; ~~and Prevailing Wage Supersedes Notice, attached to and incorporated as part of this Agreement as **Exhibit E**;~~ and any modifications issued after the execution of this Agreement.

3. Term

Unless terminated earlier as provided in this Agreement, the term of this Agreement shall be for **one (1) year**, commencing on May 6, 2019 and ending on November 1, 2019 ("Term").

4. Performance of Work

Contractor agrees to perform all Work in a good and workmanlike manner and otherwise comply with requirements of the specifications in Contractor's Proposal. 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 service site.

Contractor will provide trained personnel to properly and timely perform the Work ("Contractor's Employees"). Contractor will select, train and direct Contractor's Employees to perform the Work and Contractor will be responsible for their appearance and conduct while on Park District property. Contractor's Employees will wear uniforms for identification purposes at all times while on Park District property to perform the Work. Contractor's Employees will be subject to the rules and regulations of the Park District. Contractor shall immediately remove and replace any Contractor Employees identified by the Park District as not providing the Work in accordance with the Contract Documents.

5. Contract Sum

Subject to Paragraph 3 of this Agreement, the Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement, the monthly sum of **Written amount and 00/100 Dollars (\$000.00)** ("Contract Sum"). The Contract Sum shall be paid and shall bear interest in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

6. Cleaning Up

The Contractor shall keep the Job Site(s) and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Work. At completion of any portion of the Work, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Park District may do so and the cost thereof shall be charged to the Contractor.

7. Safety of Persons and Property

- A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to
 - 1. employees engaged in the Work, Park District employees and patrons, and other persons who may be affected thereby;
 - 2. 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
 - 3. other property at the Job Site(s).
- B. The Contractor shall maintain reasonable safeguards for safety and protection in the performance of the Work, including posting danger signs and other warnings against hazards, and notifying users of the Field House of the same if applicable.

- C. When use or storage of hazardous materials or equipment are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- D. The Contractor shall promptly remedy damage and loss to the site of the Work 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 damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by the Park District, or by anyone for whose acts the Park District may be liable, and not attributable to the fault or negligence of the Contractor.

8. Termination

The Park District may terminate this Agreement as follows:

- 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 upon fourteen (14) days prior written notice. 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 Agreement; (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 Work properly performed before the effective date of termination. Contractor shall not be entitled to damages resulting from termination for convenience under this Section.
- b. If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Agreement and does not remedy such failure, breach or default within three (3) business days 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 terminate this Agreement and enter into an agreement with another contractor or contractors to provide the Work. In such event, Park District shall not be liable to Contractor for all or any portion of the Contract Sum. Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

- c. If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a receiver is appointed on account of Contractor's 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 this Agreement by whatever method and by whichever persons the 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 this Agreement.

9. 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.

10. Indemnification

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

11. No Liability of the Park District

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 the performance of the Work. The Park District is not liable for acts or omissions of Contractor or any of the Contractor's Employees, Subcontractors, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

12. Compliance with Laws and Permits

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.

13. Notice

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as any Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection:

FOR THE PARK DISTRICT:

Waukegan Park District
2211 Ernie Krueger Circle
Waukegan, IL 60087
Attn: **Scott MacLean**

FOR THE CONTRACTOR:

Contractor Company Name
Address
Town, IL Zip Code
Attn: Contact Person

14. 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. 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.

15. 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.

16. 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.

17. 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.

18. 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; provided, however, Contractor may assign this Agreement at any time to a parent, subsidiary or related company by giving the Park District prior written notice thereof.

19. Entire Agreement

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. Modifications to this Agreement may only be made in writing and endorsed by the Parties.

20. 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.

21. 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.

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: _____

Printed Name: _____

Title: _____

COMPANY NAME

By: _____

Printed Name: _____

Title: _____