

BID DOCUMENTS

For

RIVER BEND GOLF CLUB MAINTENANCE SERVICES

LISLE, ILLINOIS

NOVEMBER 28, 2019

BIDS DUE: 10:00 A.M., THURSDAY, DECEMBER 12, 2019

SUBMITTED BY:

Contractor Name

Address

City, State, Zip

Phone

Fax



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1. INVITATION TO BID

Sealed bids are invited for **River Bend Golf Club Maintenance Services** for the Lisle Park District. The scope of Work includes the routine maintenance of tees, greens, fairways, roughs, bunkers, planting beds and clubhouse grounds.

Specifications are available electronically by contacting the Lisle Park District at info@lisleparkdistrict.org or the Lisle Park District's Recreation Center, 1925 Ohio Street, Lisle, Illinois 60532 between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday. Contractors are responsible for the completeness of the documents they receive.

A mandatory pre-bid meeting is scheduled for **Thursday, December 5, 2019 at 2:00 p.m.** at the River Bend Golf Club Maintenance Facility, 5510 River Road, Lisle, IL. Attendance at this meeting by all contractors wishing to bid this project is mandatory. No bids will be accepted by contractors not having been in attendance.

Bids will be accepted at the Lisle Park District Recreation Center, 1925 Ohio Street, Lisle, Illinois until **10:00 A.M., THURSDAY, DECEMBER 12, 2019**, at which time they will be publicly opened and read. Bids received after that time will be rejected.

The Lisle Park District ("Owner" or "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. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide resources including experienced labor, expertise, and reliable equipment sufficient in numbers to timely and properly complete the services; the financial capability of the Bidder; and the performance of the Bidder on other projects of similar size and scope.

The successful Bidder will be required to comply with all federal, state, and local laws and those pertaining to equal employment.



2. INSTRUCTIONS TO BIDDERS

A. Preparation and Submission of Bid Proposals

Each bid must be placed in an opaque-sealed envelope marked "Lisle Park District, *River Bend Golf Club Maintenance Services DO NOT OPEN*", and addressed to the Lisle Park District, **1925 Ohio Street, Lisle, Illinois 60532**. Attention: Todd Shamberg. Bids will be opened at **10:00 A.M., THURSDAY, DECEMBER 12, 2019** at said address. Bids arriving after the specified time will be rejected and will be returned unopened, including mailed bids regardless of when post marked.

A **mandatory pre-bid meeting** will be held at **2:00 P.M. on Thursday, December 5, 2019** at the **River Bend Golf Club Maintenance Facility, 5510 River Road, Lisle, Illinois**. Attendance at this meeting by all contractors wishing to bid this project is mandatory. No bids will be accepted by contractors not having been in attendance.

It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. **No faxed or e-mail 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. Bidders' prices are to include the delivery of all materials, equipment, supplies, tools, 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 Bidder.

Should a Bidder find any discrepancies in or omission from any of the Bid Documents or be in doubt as to the meaning or require any clarification, he shall advise the Owner who will issue necessary clarifications to all prospective Bidders by means of Addenda or revision to the Specifications, as may be appropriate. No request for clarification will be answered if received less than five (5) days prior to the date on which the bids will be received (after December 7).

Negligence on the part of the Bidder in preparing his bid confers no right to withdraw the bid after it has been opened.

The Contractor who is awarded the Contract will perform all Work in accordance with all sections of the Specifications provided herein. When there is a discrepancy between the Specifications and Work performed, the decision made by the Owner will be considered final.

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.

Bidders shall return all Bid Documents including Specifications with the bid, and **no sheets shall be detached from any part of the Bid Documents.**

Attached to the Contractor 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.



The Bidder shall submit its prices on the attached Contractor Bid Form. 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. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

B. Examination of Site and Specifications

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself/herself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he/she shall deem necessary so that he/she may fully understand the requirements, facilities, difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with the written Specifications. Any discrepancies found between or among the written Specifications and site conditions, or any errors, omissions or ambiguities in the written Specifications shall be immediately reported to the Park District and 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 site(s), and acquaint himself/herself with conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the Bidder agrees, represents and warrants that he/she has undertaken such investigation as he/she deemed necessary, has examined the site(s), Specifications, has obtained all needed clarifications and where the Specifications indicate in any part of the Work that a given result be produced, that the Specifications 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.

C. Requirement of Bidders

Contractor is expected to perform golf club maintenance services on a year-round basis, even during the off-season (December – February). The Lisle Park District will only consider bids from contractors whose personnel have extensive experience with and a demonstrated proficiency in maintaining golf courses consisting of bent grass greens, tees and fairways. Membership in the Golf Course Superintendent's Association of America (GCSAA) is required; GCSAA certification of the superintendent is highly preferred. A statement of qualifications and performance history of contractor personnel must accompany each bid. Contractor must provide the name and qualifications of the individual who will be assigned to oversee the day to day performance of the contract.

Bidders must be able to demonstrate that they: (1) have experience in performing, have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; (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.



Lisle Park District
River Bend Golf Club
Maintenance Services Specifications & Contract Proposal



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 projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, contract amount and length of contract.
2. On a separate sheet, list all projects in which your organization has performed in the past five (5) years, which are comparable in scope, giving the name of the project, name and type of business entity of your organization that completed the project if different from the name and current type of business entity of your organization, project description, project address, owner and telephone number.
3. 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. If no such administrative proceedings or litigation have been filed by or against the Bidder, Bidder shall submit a written statement with his bid attesting to the same.
4. On a separate sheet, provide information with respect to 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. In the event Bidder was not rejected on the basis of not being a responsible bidder, Bidder shall submit a written statement with his bid attesting to the same.
5. 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. In the event Bidder has not been declared to be in breach of one or more provisions of a contract to which it was a party, Bidder shall submit a written statement with his bid attesting to the same.

To ensure current maintenance standards are achieved, all submittals **MUST** include a **SEPARATE BINDER** with the following information. Submittals that do not include this separate binder or with incomplete information may result in disqualification of bidder. Separate binders must include the following information, tabbed with the corresponding letters:

- A. Annual bid amount for years 2020, 2021, and 2022. The total bid amount is the amount of lump sum bid minus the equipment storage credit identified below in Section 4, Performance Specifications, Use of Maintenance Facility.
- B. Organization chart that must include the following:



- a. Name of company executive who resides within a 20 mile radius of River Bend and is a current member of the Golf Course Superintendents Association of America (GCSAA). Must include GCSAA member number and current address.
 - b. Name of full-time salaried superintendent provided by contractor. Superintendent must be a member of GCSAA.
 - c. Proposed names, positions and wages of all other staff members.
 - d. Proof of recent/current continuing education by company executive and/or course superintendent.
 - e. Statement that contractor will have staff on site and working beginning Monday, January 6, 2020.
- C. Proposed labor schedule (number of employees assigned, and monthly hours of proposed staffing)
- D. List of all equipment contractor will provide. Must include year, make, model, and hours of each piece.
- E. Complete agronomy plan with all proposed fertilizer, chemical, and cultural practices. Must include:
- a. Proposed application dates
 - b. Proposed product and rates for each application
 - c. Must include total proposed price of agronomic plan and cost per acre for greens, tees, fairways, and roughs.

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

D. Acceptance or Rejection of Bids

Bidder shall keep its bid open for at least one hundred and twenty (120) days after submission. The Park District shall, at its sole discretion, accept the bid of the lowest responsive and responsible Bidder on the basis of the bid that is in the best interest of the Park District to accept.

The Owner 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 bids which are separately set forth on the Contractor Bid Form and reject others, as the Owner 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 Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Lisle Park District Board of Park Commissioners 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.



E. Surety

All bids must be accompanied by a bid bond or bank cashier's check payable to the Lisle 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 as determined by the Park District will be returned after the decision to accept or reject bids by the Lisle 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 Lisle 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 failure of the successful Bidder to enter into the Contract and supply 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 such default, the Owner need not return the defaulting Bidder's bid surety and may charge against and recover from the defaulting Bidder the full difference between the amount for the Contract awarded to the defaulting Bidder and the amount for which a Contract for the Work is subsequently executed with another contractor, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

F. 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 one hundred twenty (120) calendar days.

G. Acceptance and Contract

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 Bidder to whom the project is awarded is required to enter into a contract with the Lisle Park District in the same form as the *River Bend Golf Club Maintenance Services Agreement* contained in these Bid Documents. The acceptance of a bid by the Park District shall bind the successful Bidder to execute the Contract and perform the Work. 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. The rights and obligations of the parties provided for in the Contract shall become effective only with formal execution of the Contract by the Park District.

The Invitation to Bid, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, if any, Specifications, Contractor Bid Form, Addenda, if any, Affidavit Regarding Business Status, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents together with the River Bend Golf Club Maintenance Services Agreement and proof of insurance comprise the Contract Documents.



H. 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 lines, grades, plans, forms, or dimensions 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. The Park District reserves the right to approve an equal to or superior to product or equipment required under the specifications, or to reject as not being equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions in any part of the Contract Documents, he/she must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids. Address all communications to the Park District. If an error or omission in the Bid Documents is discovered 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 the Contractor to perform the Work in accordance with an issued correction 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 by the Bidder after the bid opening.

I. 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/she has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all sub-contractor 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.

J. Substitutions During Bidding

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing from the Park District at least five (5) business days prior to the bid opening and mark the item as 'or approved equal'.



Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Bid Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

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 alternate. Such decisions are final and not subject to recourse.

3. GENERAL CONDITIONS

A. Contractor Use of Premises

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. Operations shall be confined at the site to the areas permitted. Portions of the site beyond which Work is indicated are not to be disturbed. Contractor is responsible to take necessary measures to protect the public and keep them from the Work and shall provide, at its own cost and expense, barricades, signage, and other equipment required in furtherance of the Contractor's obligations under this section. Contractor must take necessary measures to control dust and noise.

Existing driveways and entrances serving the premises must remain clear and available at all times and shall not be used for parking. One lane must be open to traffic at all times. All equipment placed on public streets must be marked by using warning cones or suitable warning devices at all times. All automotive type vehicles and other mechanized or motorized equipment must be locked when parked and/or unattended. When parked, vehicle engines are to be turned off and ignition key removed.

B. Contact Information

The Contractor shall supply the Superintendent of Restaurant and Golf with one or more emergency telephone numbers and names of persons to contact in the event of an emergency or non-performance. This information will be kept current; the Superintendent of Restaurant and Golf will be contacted immediately with any changes.

C. On Site Supervision

The Contractor shall provide an experienced supervisor capable of communicating in the English language who shall be at the job site whenever work is being performed.



D. Communication with Owner

An anticipated work schedule will be provided to the Superintendent of Restaurant and Golf prior to opening the course each season. At no additional charge to the Lisle Park District, the Contractor shall designate either him or herself or a responsible company agent as an overall foreman to meet with the Superintendent of Restaurant and Golf at least once weekly during the life of the contract to submit their weekly written work report and to review the work performed. This person must be available at any time to discuss any matters of importance as the owner sees fit.

A summary of work shall be submitted to the Superintendent of Restaurant and Golf before the end of each month listing the work to be accomplished during the following month. The contractor shall have a representative available to attend monthly meetings of the Board of Park Commissioners if requested to do so, weekly meetings with the Superintendent of Restaurant and Golf and other functions as requested.

E. Employees of Contractor

Employees of Contractor shall wear uniforms with name tags that identify them as employees of the Contractor. They shall at all times wear shirts, long pants and shoes. The use of personal protective equipment shall be in accordance with OSHA and IDOL regulations.

F. Contractor Equipment

Contractor is to furnish and provide all necessary machinery, tools, apparatus and other means of maintenance, and to do all of the work and to furnish all of the materials specified in the Contract in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth. Contractor shall demonstrate the means to adequately maintain its equipment so as to not adversely affect its ability to meet the specifications contained herein. Additionally, the Contractor shall furnish signed statements, as required in Section C above, evidencing the amount and condition of equipment (including model years and hours), and if requested by the Park District, allow a visual inspection of the Contractor's equipment and operation by a Park District representative(s) prior to the awarding of the contract.

Equipment shall be kept in good, safe operating condition with sharp blades so that grass is cut properly. Equipment shall not be allowed to leak fuel, oil, hydraulic fluid, etc. onto any Park District property. The contractor will prepare and use a spill and leak response plan subject to approval by the Owner.

G. Invoicing and Payment

Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*, and in accordance with the Contract Documents. Request for Payment should be made in accordance with the Contract Documents and should include the following information:

1. Name, address and phone number of the Bidder
2. Invoice number
3. Itemized statement of services
4. Any payment discount terms offered
5. Complete W-9
6. Any other documents as required by the Contract Documents.



H. Compliance with Applicable Laws

Contractor shall comply with all Federal, State, County, and local laws, rules, and regulations pertaining to the performance of the Work and the use of the site. Lack of knowledge on the part of the Contractor will in no way be cause for release of this obligation. The Contractor shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under the Contract. The Lisle Park District reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if the Park District becomes aware of a violation of any laws on the part of the Contractor.

I. Warranty/Guarantee

The Contractor warrants to the Lisle Park District that the labor and materials furnished under the Contract will be of good quality and new unless otherwise required or permitted under the Specifications, that the work and materials will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Specifications. Work and materials not conforming to the Specifications, including substitutions not properly approved and authorized, may be considered defective and will be rejected by the Lisle Park District. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

The Contractor must present the Lisle Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Contractor agrees to assign any warranties and guarantees to the Lisle Park District. The Contractor guarantees against any faulty materials or workmanship for a period of one (1) year after final payment. Any such defects must be corrected, either through repair or replacement, at the Contractor's expense.

J. Insurance Requirements and Indemnification

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

1. 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 at Owner'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).

Owner 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 Owner. 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.

2. 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 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.

3. 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 of \$1,000,000 each employee for bodily injury by disease.

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

4. General Insurance Provisions

a. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and such other evidence of insurance as shall be requested by Owner, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

Failure to maintain the required insurance may result in termination of this Agreement at Owner's option. With respect to insurance maintained after final payment in compliance with a



requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

b. Acceptability of Insurers

For insurance companies that 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 Owner has the right to reject insurance written by an insurer it deems unacceptable.

c. 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.

d. Deductibles and Self-Insured Retentions

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

e. Subcontractors

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

5. 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 obligations pursuant to this Agreement, 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 therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission, by the Contractor, any subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. 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's 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 breach of any of their obligations under, or default of, any provision of the Agreement.



4. PERFORMANCE SPECIFICATIONS

The following outlines the minimum maintenance work to be performed by the Contractor. All quantities, frequencies, or operations stated are to be considered minimum standards and do not limit the Contractor's responsibility to provide labor and material necessary to ensure safe, functional, aesthetically pleasing and high quality playing conditions. All tools, equipment, supplies and materials are to be provided by Contractor at no additional cost to the District. Records of all fertilizer, pesticide, herbicide, etc., including product used, quantities and date applied must be provided to the District.

Greens

A. Mowing

1. Greens must be mowed daily to maintain a height of 3/16".
2. Flagsticks are to be removed and ball marks repaired prior to mowing.
3. Mowing pattern must be changed daily.
4. Clippings from mower baskets must be collected and composted for use in beds. Temporary piles must be collected and removed from the play area on a timely basis.
5. Mowing should cause little to no inconvenience to golfers.
6. Mowing must be done with mowers specialized for greens.
7. Mowers must be adjusted and back lapped to provide quality cuts.

B. Repairs

1. Inspections for diseases and pests must be done daily. A bi-weekly report of condition and needs will be provided to the Superintendent of Restaurant and Golf.
2. Repair of ball marks, spike marks, or miscellaneous damage must be made daily.
3. Severe damage due to vandalism or inadvertent catastrophes will be repaired either with seeding or sod replacement. In the case of damage that is not due to the contractor or his employee's neglect or error, the additional materials necessary to make the repair will be charged to the owner on a time and materials basis.
4. Repairs shall be made with Pennlinks seed or sod, or equivalent or better varieties which match the greens in color, texture and playability.
5. Repairs needed due to contractor or its employee neglect will be repaired to restore to original conditions at no addition cost to the owner.

C. Fertilization

1. All work must be completed in accordance with results of soil tests and well water tests. Contractor is responsible for and will pay for testing at qualified laboratories. Testing results will be provided to Park District.
2. Contractor shall supply a sample fertilizer regimen based on soil and water test results.

D. Irrigation

1. Water shall be applied as often as necessary to sustain growth, prevent wilting and to promote a healthy and thick stand of turf.
2. Generally, watering shall be done at night so as not to interfere with golf play.
3. In the event of hot, dry weather or areas of isolated dry spots, midday sprinkling may be necessary and every effort will be made not to interfere with golf play.
4. Wetting agents (Pene-turf or equal, contractor supplied) shall be applied as needed to assist turf in retaining water.

E. Rolling

1. Rolling of greens shall be completed prior to the first mowing of the season

F. Aerating/Top Dressing

1. In order to limit the spread of *Poa annua*, greens shall be needle tine vented in June and again in July and core aerated in spring and fall with a minimum of 1/2" holes at 1 1/2" spacing.



2. Cores (plugs) will be composted on site for use on beds.
 3. Greens will be sand top dressed in conjunction with aerating. Top dressing is contractor supplied and shall be Waupaca Fines Free Topdressing. The greens shall be top dressed as needed to smooth the playing surface a minimum of once per month throughout the playing season.
 4. At no time will more than half of a green be in an unplayable condition during the aerating process. Total process shall be completed in two days except in the case of inclement weather.
- G. Cup Relocation
1. All putting cups shall be repositioned a minimum of one time per day and at additional times as needed.
 2. Cups shall be placed according to USGA recommendations.
 3. Cups shall be relocated no less than 6 feet from previous hole.
 4. Flags shall be installed first thing in morning.
- H. Herbicide/Pesticide Applications
1. Work to be completed on a preventative basis and in accordance with recommended schedule from a recognized manufacturer, and in conjunction with soil and water test results. As a result, spot applications for corrective measures should be eliminated or at least minimized, but will still be performed as necessary.
 2. Fungicide application to be made per manufacturer specifications to control diseases.
 3. Herbicides shall be applied as needed to keep greens free of weeds.
 4. Contractor shall supply a sample disease management regimen.
 5. A list of chemical and program applications shall be provided to the owner prior to the start of the season.
 6. Illinois Right to Know laws will be strictly adhered to.
- I. End of Season
1. All greens must be covered with ¼ inch of sand, lightly brushed at the end of each season. At the request of the owner, the greens may be roped off to prevent damage.
 2. Winterization of the irrigation system will be completed prior to sustained freezing temperatures.
- J. Cups & Flags
1. It will be the contractor's responsibility to maintain the cups and flagsticks so that they are neat in appearance. Items that are damaged and cannot be repaired will be replaced and billed to the owner.

Tees

- A. Mowing
1. Tees will be maintained at ½ ", cutting a minimum of three times per week or as dictated by the growing season.
 2. Mowing patterns or direction will be changed daily.
 3. Broken tees and debris will be removed prior to mowing.
- B. Repairs
1. Replace divots daily.
 2. Apply soil and seed mixture to bare areas daily.
 3. Repairs shall be made with Pennlinks seed or sod.
 4. Repairs needed due to contractor or its employee neglect will be repaired to restore to original conditions at no additional cost to the owner.
 5. Severe damage due to vandalism or inadvertent catastrophes will be repaired either with seeding or sod replacement. In the case of damage that is not due to the



contractor or his employee's neglect or error, the additional materials necessary to make the repair will be charged to the owner on a time and material basis.

C. Fertilization

1. Work to be completed in accordance with soil and water analysis results.
2. Contractor shall supply a sample fertilizer regimen.

D. Irrigation

1. Water shall be applied as often as necessary to sustain growth, prevent wilting and to promote a healthy and thick stand of turf.
2. Generally, watering shall be done at night so as not to interfere with golf play.
3. In the event of hot, dry weather, midday sprinkling may be necessary and every effort will be made not to interfere with golf play.
4. Wetting agents (Pene-turf or equal, contractor supplied) shall be applied as needed to assist turf in retaining water.

E. Rolling

1. At the discretion and approval of the owner, rolling will be performed a minimum of one time per year or as directed by owner.

F. Aerating/Top Dressing

1. Tees shall be aerated two times per year.
2. Cores will be allowed to dry out and ground up. Thatch and debris will be removed and reincorporated into the tee.
3. Top dressing, supplied by the contractor, will be done in conjunction with aeration, with the same type of soil mixture found in the top 6" layer.

G. Tee Markers/Ball Washers

1. Markers will be placed and relocated daily.
2. Change towels, soap and water on a regular basis.
3. Items that are damaged and cannot be repaired will be replaced and billed to the owner.

H. Herbicide/Pesticide Application

1. Contractor supplied pesticides shall be applied as needed to control weeds, insects and diseases.
2. Contractor shall supply a sample disease management regimen.
3. Contractor supplied herbicides will be used to control broadleaf weeds as necessary.
4. Illinois Right to Know laws will be strictly adhered to.

Fairways

A. Mowing

1. Fairways shall be mowed to maintain a ½"-9/16" range of height.
2. The edge of the fairways must be maintained in a step down fashion, as it currently exists.
3. Fairways to be mowed with a reel-type mower.
4. Mowing over wet spots must be avoided.

B. Repairs

1. Replace divots daily. Bare areas shall be seeded or the sod shall be replaced. In cases where damage has occurred that is not the result of the contractor's neglect, the cost of additional seed or sod will be charged to the owner. Penneagle or equivalent or better variety that matches in color, texture and playability is required. The owner will not be charged additional for repairs caused by the contractor's neglect or error.
2. Filling of fairway divots with 70%/30% soil/sand mix blended with an appropriate quantity of Penneagle or equivalent or better seed to assure healthy re-growth must occur weekly.



C. Fertilization

Work to be completed in accordance with soil and water analysis results.

1. Fairways shall be fertilized three times a year.
2. Contractor shall supply a sample fertilizer regimen.

D. Irrigation

1. Water shall be applied as often as necessary to sustain growth, prevent wilting and to promote a healthy thick stand of turf. Sprinklers shall be set to never over-water low spots or bad draining spots.
2. Generally, watering shall be done at night so as not to interfere with golf play.
3. In the event of hot, dry weather, midday sprinkling may be necessary and every effort will be made not to interfere with golf play.

E. Aeration

1. Fairways shall be aerated two times per year.
2. Cores shall be allowed to dry out and ground up. Thatch and debris removed and reincorporated into the fairway.
3. In addition, fairways shall be aerated with deep tine or slicing machine two times per year at a depth of 6" – 12".

F. Herbicide/Pesticide Application

1. Pesticides supplied by the contractor shall be applied as needed to control weeds, insects and diseases.
2. Herbicides to control broadleaf weeds as necessary (spring and fall).
3. Illinois Right to Know laws will be strictly adhered to.

Roughs

A. Mowing

1. The rough area, including all fence lines, shall be mowed at least one time per week to maintain a 2" height throughout the growing season. Refer to last page of this section for site boundaries.
2. All trash and debris must be collected prior to mowing.

B. Repairs

1. Repaired areas will be seeded with Bluegrass seed blend.
2. Severe damage due to vandalism or inadvertent catastrophes will be repaired either with seeding or sod replacement. In the case of damage that is not due to the contractor or his employee's neglect or error, the additional materials necessary to make the repair will be charged to the owner on a time and material basis.
3. Repairs needed due to contractor or its employee neglect will be repaired to restore to original conditions at no additional cost to the owner.

C. Fertilization

1. Roughs shall be fertilized three times a year.
2. Contractor shall supply a sample fertilizer regimen.

D. Aeration

1. Roughs shall be aerated in year one (2014) and once every three years thereafter.
2. Cores will be allowed to naturally decompose.

E. Weed, Disease and Pest Control

1. Weeds shall not be allowed to grow in turf, planting beds, along sidewalks, parking lots or fence lines.
2. Pesticides shall be applied as needed to control weeds, insects and diseases
3. Herbicides to control broadleaf weeds as necessary.
4. Illinois Right to Know laws will be strictly adhered to.



Sand Traps

- A. Raking
 - 1. Sand traps will be raked by mechanical trap rake to maintain consistency throughout the course.
 - 2. Following rain or irrigation, sand traps shall be hand raked or mechanically raked.
 - 3. Weeds and debris shall be removed after each raking.
- B. Edging
 - 1. Traps will be edged a minimum of three times annually to provide a consistent and neat appearance.
- C. Replacement of Sand
 - 1. Sand, provided by the contractor, will be replaced each spring and throughout the contract period as needed to ensure a minimum of 6" layer of sand.
 - 2. Sand will be added when the weather and course conditions allow access to the traps with little or no damage.
 - 3. Additional sand will be added during the season as directed by the Superintendent of Restaurant and Golf on a time and materials basis.

Pathways

- A. The contractor is responsible for maintenance of all gravel paths, including weeding; filling of ruts and purchase and replacement of lost gravel.
- B. Concrete, asphalt and gravel pathways will be kept free from weeds and debris.

Irrigation system

- A. The contractor shall provide routine maintenance to the irrigation system including all lines from both wells, and new lines that may be added as needed to maintain at operating level. The owner will be notified within 24 hours of any potential problem that the contractor cannot correct.
- B. If any non-routine pump maintenance is required, contractor will assist with pump service as needed.
- C. It is the contractor's responsibility to winterize the irrigation system by 'blowing' and draining the irrigation lines at the appropriate end of the season. This it to include on the course and all tanks and lines within the pump house.

Course Structures

- A. The contractor shall provide routine maintenance to all signs, benches, markers, ball washers, litter receptacles, and water stations to the extent of annual painting/staining in colors approved by owner, replacing parts and minor repairs to restore to original use. In the event any item cannot be made serviceable, the contractor will notify the owner in writing within 24 hours as to purchasing replacement. This contract does not cover purchasing any of these items new or as replacements.

Pond Maintenance

- A. Debris in and around ponds or creeks shall be removed as needed to keep a clean appearance.
- B. Pesticides supplied by the contractor, shall be applied as needed to control algae and aquatic weeds.



Trees and Shrubs

- A. Pruning and trimming
 - 1. A thorough pruning shall be done a minimum of one time per year and as needed to regulate and control obstructions.
 - 2. Pruning and trimming shall be done in a manner so as to keep the plants natural and in the intended shape and habit.
 - 3. Broken branches shall be removed within 24 hours.
- B. Fertilization
 - 1. All plants in the clubhouse area shall receive a minimum of one application of balanced fertilizer.
- C. Herbicide/Pesticide Applications
 - 1. Plants will be periodically inspected for disease or insects, viruses and other pests. Apply pesticides as needed to control. Contractor shall notify owner immediately of any potential problems, particularly with trees under warranty.
- D. Mulching
 - 1. Owner supplied mulch shall be maintained at a 2-3" depth in all flower beds, sign beds, tee boxes and shrubs borders.
 - 2. Recycling of trimmings.
 - a. The contractor shall re-use materials where applicable to reincorporate into the landscape, thus reducing landfill disposals.
- D. Plant Replacement
 - 1. The contractor is responsible for replacement of any plant material that dies due to contractor negligence at no additional cost to owner.

Annual Flowers

- A. Contractor will submit landscaping options for owner's approval. The Park District will provide all annual flowers. Contractor will install at no additional charge.

Leaf Clean-up and Removal

- A. A spring clean-up will be done prior to opening the course to remove all winter debris, broken branches, etc. Dates depend on weather. A fall clean-up will be done at the closing of the season to remove all debris prior to snowfall.
- B. Leaves will be removed from the course on a daily basis and greens and tees will be kept free of leaves daily or as needed, so as not to interrupt play.

Winter Maintenance

- A. The contractor is responsible for winterizing the golf course, applying necessary fungicides for control of diseases and general inspection to ensure no problems go untreated.

Clubhouse and Wheatstack – A Midwestern Eatery & Tap

- A. The Route 53 frontage and frontage outside the southern fence along Four Lakes Drive shall be mowed to maintain a 2" height throughout the growing season.
- B. Clubhouse/Restaurant area beds will be edged monthly and kept weed free at all times.
- C. Shrubs and ornamentals will be trimmed as needed to maintain clean, crisp appearance.
- D. Fertilization and weed control measures will be implemented as required to maintain healthy turf in the clubhouse entrance area and the Route 53 vehicle entranceways.



- E. The contractor will review twice annually the annual/perennial practices with Park District staff and make recommendations for improvements to the owner.
- F. Contractor shall keep the clubhouse/restaurant area clean and clear of trash and debris at all times.

Parking Lots

- A. The contractor shall keep the parking lot surface clean and clear of weeds, trash and debris at all times.

Use of Maintenance Facility

- A. The Park District has both indoor and outdoor storage available to the contractor for use if desired at the River Bend Golf Club Maintenance Facility, 5510 River Road, Lisle, IL. Payment for storage of equipment may be made as a credit against amounts due the contractor at the discretion of the contractor. Provision for proposing payment for storage to the Park District is made as part of the bid form included herein.
- B. The maintenance area will be kept clean, organized, safe, clear and locked. Materials that are delivered in bulk shall have a pre-approval area for temporary outside storage and shall be used and cleared promptly.
- C. Use of this facility is for River Bend Golf Club maintenance and operations only. At no time shall vehicles, equipment, materials or personnel not directly related to River Bend Golf Club maintenance be on the premises.

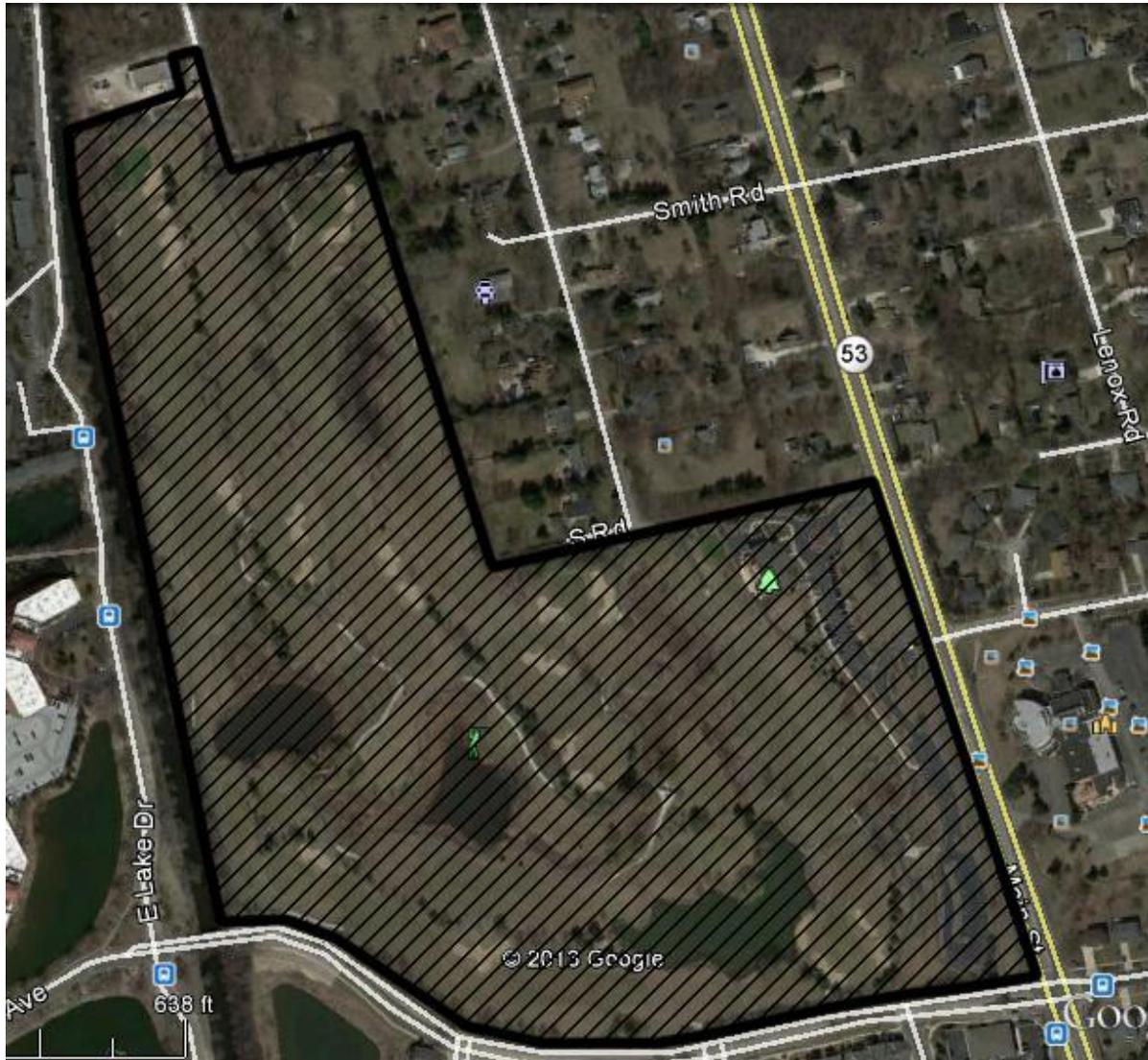
Poa annua Control

- A. Contractor will take proactive measures to control *Poa annua* as needed including the responsible and timely use of growth inhibitors and herbicide. Contractor shall apply *Primo/Proxy* twice in the spring for seed head suppression.

Additional Responsibilities/Requirements/Improvements

- A. Contractor must provide Canada goose control by use of trained, working border collie(s).
- B. Continued aggressive aeration, top dressing and fertilization of greens may require application of wetting agents.
- C. Park District may ask contractor for proposals to perform other work, i.e. tee enlargements, laying sod, flower plantings, flood restoration, etc. Contractor must provide detailed proposal to include labor and materials costs with support documentation. Prior to commencing any additional work Contractor must receive signed proposal from Superintendent of Restaurant and Golf.
- D. Contractor must have valid State of Illinois permits and licenses to correctly maintain the River Bend Golf Club according to contract specifications including but not limited to appropriate Illinois Department of Agriculture licenses.
- E. Contractor will practice safe operation of equipment in accordance with OSHA and IDOL.
- F. Contractor is responsible for the prompt and timely removal of all site-generated debris.
- G. Prepare and distribute seed box mix for tees to maintain adequate supply at each tee.
- H. Any potentially hazardous or abnormal course or site conditions must be reported immediately to the Superintendent of Restaurant and Golf.

Site Boundaries





5. CONTRACTOR BID FORM

TO: THE BOARD OF PARK COMMISSIONERS OF THE LISLE PARK DISTRICT, LISLE, ILLINOIS.

Bid of: _____
Contractor

Address

City, State, Zip

THE UNDERSIGNED:

Acknowledges:

Receipt, thorough review and understanding of the Bid Documents and requirements thereof
Receipt of Addendum

No: _____ Date: _____

No: _____ Date: _____

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

1. That it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.
2. To hold the bid open for one hundred and twenty (120) days subsequent to the date of the bid opening.
3. To enter into and execute a Contract with the Owner 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:
 - (a) Furnish all bonds and insurance required by the Contract Documents;
 - (b) Accomplish the Work in accordance with the Contract Documents; and
 - (c) Complete the Work within the time requirements as set forth in the Contract Documents.
4. That the Bidder has carefully examined the Instructions to Bidders, the Specifications and the Project Manual in its entirety in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, that the Bidder has



inspected in detail the site of the proposed Work, has been familiarized with all of the requirements of the work and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.

5. That if this proposal is accepted, the Bidder is to provide all of the necessary labor, materials, equipment, tools, apparatus, and other means of performance, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
6. To furnish a Bid Bond in accordance with the Instructions to Bidders.
7. 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.
8. To give the total base bid amount, the total add alternate and/or subtract alternate amounts (if requested) both in words and in figures. The total bid amount in each case shall be the sum of all of the total item amounts as applicable and as described above.

The Lisle Park District has indoor and outdoor equipment storage available at River Bend Golf Club for the Contractor's use if desired. Contractor shall be responsible for properly securing any equipment stored on Park District property and the Park District assumes no liability for the loss, destruction or theft of any equipment stored by Contractor on Park District property.

Please include the lump sum bid amount for each year in line number 1. In the event Contractor desires to store its equipment at the storage facilities at River Bend Golf Club, please include a credit amount for use of the storage for each year in line number 2. Line number 3 is the total bid less the storage credit, if applicable.

Agrees:

Bidder agrees to perform the Work in accordance with the Bid Documents and to the satisfaction of the Lisle Park District for the lump sum bid of:

Base Bid Proposal 2020 Season (Initial Term):

- | | |
|---|----------|
| 1. Lump sum bid: | \$ _____ |
| 2. Equipment storage credit: | \$ _____ |
| 3. TOTAL 2020 Bid Amount (Line 1 – Line 2): | \$ _____ |

Base Bid Proposal 2021 Season (Second Term):

- | | |
|------------------------------|----------|
| 1. Lump sum bid: | \$ _____ |
| 2. Equipment storage credit: | \$ _____ |



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3. TOTAL 2021 Bid Amount (Line 1 – Line 2): \$ _____

Base Bid Proposal 2022 Season (Third Term):

1. Lump sum bid: \$ _____

2. Equipment storage credit: \$ _____

3. TOTAL 2022 Bid Amount (Line 1 – Line 2): \$ _____

Authorized Officer:

Affiant's Signature

Type or print name and title

Subscribed and sworn to before me
This ____ day of _____, 2019.

Notary Public



6. AFFIDAVIT REGARDING BUSINESS STATUS

I, the undersigned, being duly sworn to state as follows:

_____ is a
Name of Bidder

- Corporation
- Partnership
- Individual Proprietorship

The business address is: _____

Affiant's Signature

Type or print name and title

Subscribed and sworn to before me

this ____ day of _____, 2019.

Notary Public



7. CONTRACTOR COMPLIANCE AND CERTIFICATIONS

THE FOLLOWING ARE CONTRACTOR COMPLIANCE AND CERTIFICATION REQUIREMENTS WHICH MUST BE SIGNED AND SUBMITTED BY ALL PERSONS SUBMITTING A BID FOR THIS WORK. ANY BID SUBMITTED WITHOUT THIS ATTACHMENT PROPERLY SIGNED BY THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE. THE CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT OF THE SUCCESSFUL BIDDER SHALL BE DEEMED REMADE BY THE SUCCESSFUL BIDDER ON THE DATE OF THE CONTRACT AND SHALL BE INCORPORATED IN AND MADE PART OF THE CONTRACT.

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

1. 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.
2. Contractor shall abide by and comply with all applicable Federal, State, County and local laws, rules and regulations including but not limited to those relating to: 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; and 3) worker and workplace safety. Contractor has not and shall not discriminate in the hiring, promotion or firing of employees on the basis of race, sex, religion, national origin or ancestry, citizenship status, age, mental or physical handicap or association with a person with a disability or unfavorable discharge from military service.
3. Contractor agrees that it shall not assign any staff, employee, agent, or subcontractor to this contract that has not been subject to: (1) a criminal background check; and (2) cross-reference with the state of Illinois State Police Sexual Offender Registry and the U.S. Department of Justice National Sex Offender Public database.
4. To the best of the 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.
5. 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 the Contractor is not the successor company or a new company credited by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately, in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.
6. 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 of 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. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.

7. (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 Owner 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 Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner 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.
8. 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 Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
9. 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.
10. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor, and, in addition, voids the Contract and allows the Owner, a unit of local government, to recover in a civil action all amounts paid to Contractor.
11. 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.



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12. 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 Lisle 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: _____



Lisle Park District
River Bend Golf Club
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STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

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

Subscribed and sworn to before me
this ____ day of _____, 2019.

Notary Public



8. SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Lisle Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

- A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

- B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative



Lisle Park District
River Bend Golf Club
Maintenance Services Specifications & Contract Proposal



9. REFERENCES

Organization	Work Performed	Contact Person	Phone #



10. Agreement

RIVER BEND GOLF CLUB MAINTENANCE SERVICES AGREEMENT

This Golf Course Maintenance Agreement (the "Agreement"), made this ___ day of _____, 2019, by and between the Lisle Park District, an Illinois park district (the "Park District") with its principal place of business at 1925 Ohio Street, Lisle, Illinois, and _____, an Illinois corporation (the "Contractor"), with its principal place of business at _____, 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: Golf Maintenance Services, and all other incidental and collateral work necessary to properly complete the project, as more fully described in the Project Manual for River Bend Golf Club Maintenance Services, dated November 28, 2019, and including, if applicable, Addendum ___ dated _____, 2019, attached to and incorporated as part of this Agreement as **Exhibit A** (the "Project Manual"), and as indicated in Contractor's Bid Proposal, dated _____, 2019, attached to and incorporated as part of this Agreement as **Exhibit B** ("Contractor's Proposal"). The Park District's Project Manual and the Contractor's Proposal are hereinafter collectively referred to as the "Work".

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor, the Project Manual, 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 Certification 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. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

3. Term

The term of this Agreement shall be for one year, commencing on January 1, 2020 and expiring on December 31, 2020, unless terminated earlier pursuant to the terms of this Agreement (the "Initial Term"). This Agreement may be renewed by the Park District for two (2) additional one year periods as follows, provided the Park District shall provide Contractor with written notice of its intent to renew not less than fourteen (14) days prior to the expiration of the Initial term or any renewal term: a) commencing on January 1, 2021 and expiring on December 31, 2021 ("Second Term"); b) commencing on January 1, 2022 and expiring on December 31, 2022 ("Third Term") for the Contract Sums specified in Section 6 of this Agreement and upon such other conditions as the Parties mutually agree.



4. 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.

5. 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:

Initial Term: _____ and 00/100 (\$_____) per month

Second Term: _____ and 00/100 (\$_____) per month

Third Term: _____ and 00/100 (\$_____) per month

6. 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 of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*).

7. Cleaning Up

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

8. Title

Title to the 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. 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 and other persons who may be affected thereby; and
 - 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.

- B. 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.

- C. The 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 damage or loss 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.

10. 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.



11. Insurance

Contractor will procure and maintain during the Term 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.

12. Indemnification

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

13. 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 Instruction to Bidders and the General Conditions. 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.

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 DuPage 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing::

If to Park District: Lisle Park District
 1925 Ohio Street
 Lisle, IL 60532
 (Fax) 630-964-7448
 Attention: Director of Parks & Recreation

If to Licensee: **[Name and Address]**

 (Fax)
 Attention:

Notices shall be deemed given when received by the Party to whom it was sent.

21. 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.

22. 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.

23. 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.

24. 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.

LISLE PARK DISTRICT

CONTRACTOR

By: _____

By: _____

Its: _____

Its: _____

Attest: _____

Attest: _____

Its: _____

Its: _____